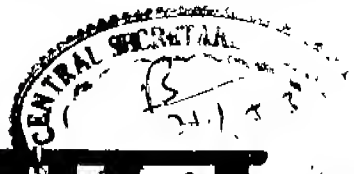




भारत का राजपत्र The Gazette of India

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सं. 41]

नई दिल्ली, शनिवार, अक्टूबर 9, 1982/आश्विन 17, 1904

No. 41]

NEW DELHI, SATURDAY, OCTOBER 9, 1982/ASVINA 17, 1904

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक
आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

वित्त मंत्रालय

MINISTRY OF FINANCE

(राजस्व विभाग)

(Department of Revenue)

CENTRAL BOARD OF DIRECT TAXES

केन्द्रीय प्रत्यक्ष कर बोर्ड

New Delhi, the 25th February, 1982

नई दिल्ली, 25 फरवरी, 1982

कां. आं. 3506—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खंड (44) के उपखंड (iii) के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करने हेतु केन्द्रीय सरकार, एतद्वारा श्री सी० ए० वासनिक को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी है, उक्त अधिनियम के अन्तर्गत कर वसूली अधिकारों की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2 अधिसूचना सं० 4052 (कां. सं० 398/19/81-आं. कां. सं० 26-6-1981) के अन्तर्गत की गई श्री आर० जे० चन्देकर की नियुक्ति को एतद्वारा रद्द किया जाता है।

3 यह अधिसूचना श्री सी० ए० वासनिक द्वारा कर वसूली अधि-
कारी के पद का कार्यभार ग्रहण करने की तारीख को लागू होगी।

S.O. 3506.—In exercise of powers conferred under sub-clause (iii) of clause (44) of Section 2 of Income-tax Act, 1961 (43 of 1961) the Central Government hereby authorises Shri C. A. Wasnik being a Gazetted Officer of Central Government to exercise the powers of Tax Recovery Officer under the said Act.

2 The appointment of Shri R. J. Chandekar made under notification No. 4052 (F. No. 398/19/81-ITC C) dated 29-6-1981 is hereby cancelled

3 This notification shall come into force with effect from the date Shri C. A. Wasnik takes over as Tax Recovery Officer.

[संख्या 4189/कां. सं० 398/19/81-आं. कां. सं० 26]

[No. 4489/F. No. 398/19/81-ITB]

आदेश

क्र० आ० 3507—आयकर (प्रमाण-पत्र संबंधी कार्यवाही) नियम-मावली, 1962 के नियम 66 के अनुसरण में और केन्द्रीय प्रत्यक्ष कर बोर्ड के दिनांक 29-6-81 के आदेश सं० 4053 (फा० सं० 398/15/80 आयकर-ब०) के अधिलेखन करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा, निदेश देता है कि आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खंड 44 के उपखंड (iii) के अंतर्गत कर वसूली अधिकारी की शक्तियों का प्रयोग करने के लिए केन्द्रीय सरकार द्वारा प्राधिकृत श्री सी० ए० वामनिक महाराष्ट्र राज्य के निम्नलिखित राजस्व जिलों के बारे में भी क्षेत्राधिकार का साथ साथ प्रयोग करेंगे :—

1. नागपुर
2. अमरावती
3. वर्धा
4. बांद्रा
5. बुलधाना
6. चन्द्रपुर
7. अकोला
8. येवतमाल

2. यह आदेश श्री सी० ए० वामनिक द्वारा, कर वसूली अधिकारी के पद का कार्यभार ग्रहण करने की तारीख से लागू होगा।

[सं० 4490/फा० सं० 398/19/81-आ० क० व०]

एन० के० शुक्ल, अवसर सचिव

ORDER

S.O. 3507.—In exercise of the powers conferred by rule 6 of the Income-tax (Certificate Proceedings) Rules, 1962 and in supersession of CBDT order No. 4053 (F. No. 398/15/80-ITB) dated 29-6-81, the Central Board of Direct Taxes hereby directs Shri C. A. Wasnik authorised by the Central Government to exercise the powers of a Tax Recovery Officer under the Notification of the Government of India in the Ministry of Finance, Department of Revenue No. 4489 (F. No. 398/19/81-ITB) dated 25th February, 1982 shall exercise jurisdiction in respect of the following revenue districts in the state of Maharashtra.

1. Nagpur
2. Amraoti
3. Wardha
4. Bhandara
5. Buldhana
6. Chandrapur
7. Akola
8. Yeotmal

2. This order shall come into force with effect from the date Shri C. A. Wasnik takes over as Tax Recovery Officer.

[No. 4490/F. No. 398/19/81-ITB]

N. K. SHUKLA, Under Secy.

केन्द्रीय उत्पादन शुल्क और सीमाशुल्क बोर्ड

नई दिल्ली, 9 अक्टूबर, 1982

सं० 217/82-सीमाशुल्क

क्र० आ० 3508.—केन्द्रीय उत्पाद-शुल्क और सीमा शुल्क बोर्ड सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9

द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य के बंगलूर जिले के अन्नेकल तालुक में बोम्मामांद्र गांव को भाण्डागारण केन्द्र के रूप में घोषित करता है।

[फा० सं० 473/106/82-सी.शु. -7]

एन० के० कपूर, अवसर सचिव

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 9th October, 1982

NO. 217/82-CUSTOMS

S.O. 3508.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares village Bommasandra, Annikal Taluk of Bangalore District in the State of Karnataka, to be a warehousing station.

[F. No. 473/106/82-CUS.VII]

N. K. KAPUR, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 6 अगस्त, 1982

(आय-कर)

क्र० आ० 3509.—केन्द्रीय प्रत्यक्ष कर बोर्ड, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 121 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए समय-समय पर यथासंशोधित अपनी अधिसूचना सं० 679 फा० सं० 187/2/74-आई० टी० ए० आई० तारीख 20 जुलाई, 1974 से सन्तत अनुसूची में निम्नलिखित संशोधन करता है। अनुसूची में क्रम सं० 12B को निम्नलिखित रूप में जोड़ा जाएगा।

| आय-कर आयुक्त | मुख्यालय | अधिकारिता |
|-------------------------|----------|---|
| 12B (अन्वेषण) बंगलूर | बंगलूर | 1. अन्वेषण सकल बंगलूर। 2. सर्वेक्षण सकल-I, बंगलूर। 3. सर्वेक्षण सकल-II, बंगलूर। |

यह अधिसूचना 1 जून, 1982 से प्रभावी होगी।

[सं० 4865/फा० सं० 187/37/81-आई० टी० (ए०आई०)]

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 16th August, 1982

(INCOME-TAX)

S.O. 3509.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its notification No. 679 [F. No. 187/2/74-II(AT)] dated 20th July, 1974 as amended from time to time. Sl. No. 12-B shall be added to the Schedule as follows :—

| Commissioner of Income Tax | Headquarters | Jurisdiction |
|-------------------------------------|--------------|---|
| 12B, (Investigation), Bangalore. | Bangalore | 1. Investigation Circle, Bangalore 2. Survey Circle-I, Bangalore 3. Survey Circle-II, Bangalore. |

This notification shall take effect from 1st June, 1982.

[No. 4865/F. No. 187/37/81-(ITAT)]

नई दिल्ली 17 अगस्त, 1982

(Department of Economic Affairs)

(आय-कर)

(Banking Division)

New Delhi, the 17th September, 1982

क्र० आ० 3510.—केन्द्रीय प्रत्यक्ष कर बोर्ड, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 121 की उपधारा, (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अपनी अधिसूचना संख्या 3750 (फा० सं० 189/10/79 आई टी (ए आई) तारीख 21-11-1980 से सलग अनुसूची में निम्नलिखित संशोधन करता है।

अनुसूची की क्रम सं० 4 के सामने स्तम्भ 4 में निम्नलिखित प्रविष्टि जोड़ी जाएगी:

अनुसूची

| क्रम सं० | आय-कर आयुक्त | मुख्यालय | अधिकारिता |
|----------|--------------|----------|----------------------------|
| 1 | 2 | 3 | 4 |
| "4 | पटना | पटना | 22. आय-कर मकिल कटिहार"। |

[सं० 4871/फा० सं० 189/1/82-आई टी (ए आई)]

मिलाप जैन, अवर सचिव

New Delhi, the 17th August, 1982

(INCOME-TAX)

S.O. 3510.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendments to the Schedule appended to its Notification No. 3750 (F. No. 189/10/79 II (AI) dated 21-11-1980.

The following entry shall be added under column 4 against Sl. No. 4 of the Schedule.

SCHEDULE

| Sl. No. | Commissioner of Income-Tax | Headquarters | Jurisdiction |
|---------|----------------------------|--------------|--|
| 1 | 2 | 3 | 4 |
| "4. | Patna | Patna | 22. Income-tax Circle, Katihar." |

[No. 4871/F. No. 189/1/82-IT(AI)]

MILAP JAIN, Under Secy.

(आयिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 17 सितम्बर 1982

क्र०आ० 3511.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा ओ०पी० गं० को सुलतानपुर क्षेत्रीय ग्रामीण बैंक सुलतानपुर का अध्यक्ष नियुक्त करती है तथा 1-10-1982 से प्रारम्भ होकर 30-9-1985 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री ओ०पी० गं० अध्यक्ष के रूप में कार्य करेंगे।

[सं० एफ० 2-41/82-आर०आर०बी०]

राम बेहरा, अवर सचिव

S.O. 3511.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri O. P. Garg as the Chairman of the Sultanpur Kshetriya Gramin Bank, Sultanpur and specifies the period commencing on the 1-10-1982 and ending with the 30-9-1985 as the period for which the said Shri O. P. Garg shall hold office as such Chairman.

[No. F. 2-41/82-RRB]

RAAM BEHRA, Under Secy.

(बीमा प्रभाग)

नई दिल्ली, 16 सितम्बर, 1982

क्र०आ० 3512.—केन्द्रीय सरकार, जीवन बीमा अधिनियम, 1956 (1956 का 31) की धारा 4 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा निदेश देती है कि भारतीय जीवन बीमा निगम के प्रबंध निदेशक श्री ए०एम० गुप्ता, प्रबंध निदेशक के अपने कार्य के अलावा अगला आदेश जारी होने तक श्री जे०आर० जोशी के स्थान पर निगम के अध्यक्ष पद का कार्यभार तत्कालसंभाव ले और वे उक्त निगम के अध्यक्ष की सभी शक्तियों का प्रयोग करेंगे और उनके सभी कार्य करेंगे।

[सं० एफ० 15/5/इश्युरेण V/82]

एम०जी० गुप्ता, निदेशक (बीमा)

(Insurance Division)

New Delhi, the 16th September, 1982

S.O. 3512.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956) the Central Government hereby directs that Shri A. S. Gupta, Managing Director of the Life Insurance Corporation of India may with immediate effect hold current charge of the Chairman of that Corporation vice Shri J. R. Joshi till further orders, in addition to his duties as Managing Director, and he shall exercise all the powers and the functions of the Chairman of the said Corporation.

[F. No. 15(5)/Ins. V/82]

M. G. GUPTA, Director (Insurance)

समाहर्ता, केन्द्रीय उत्पादन शुल्क समाहर्तालय का कार्यालय

अधिसूचना सं 1/82

गुज्जर विताक 18 जून 1982

क्र०आ० 3513.—केन्द्रीय उत्पादन शुल्क नियमावली, 1934 के नियम 5 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, इसके द्वारा, केन्द्रीय उत्पादन शुल्क नियमावली 1944 के नियम 56 "क" के विभिन्न उपनियमों के अधीन, नीचे दी गई तालिका के स्तंभ 3 में दर्शाए गए अधिकारियों को, अपने-अपने अधिकार क्षेत्र में प्रयोग करने लिए, मुसमें निहित शक्तियां, प्रत्यापोजित करता हूँ।

2. यह अधिसूचना, नियम 56 "क" के विभिन्न उपनियमों के अधीन पहले प्रत्यायोजित शक्तियों के अधिकरण में जारी की जाती है।

केन्द्रीय उत्पादन प्रत्यायोजित शक्तियाँ अधिकारी जिन्हें सीमाएं शुल्क नियमावली प्रत्यायोजित की गई है।

| 1 | 2 | 3 | 4 |
|--------|--|--------------------|---|
| 56 "क" | प्रक्रिया का लाभ उठाने की अनुमति को वापस लेने के अलावा विभिन्न उपनियमों के अधीन दी गई शक्तियाँ | महायुक्त समा-हर्ता | |

[फा० सी० सं० 4/16/32/82-एम०पी०-2]

एच०आ० सईम, समाहर्ता

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE

NOTIFICATION NO. 1/82

Guntur, the 18th June, 1982

S.O. 3513.—In exercise of the powers conferred upon me under Rule 5 of the Central Excise Rules, 1944, I delegate the powers vested in me under various sub-rules of rule 56-A of Central Excise Rules, 1944 to the officers mentioned in column 3 of table appended below to exercise within their respective jurisdiction.

2. This notification is issued in supersession of earlier delegations of powers under different sub-rules of rule 56A.

| Central Excise Rules | Nature of powers delegated. | Officers to whom delegated. | Limitations |
|----------------------|---|-----------------------------|-------------|
| 1 | 2 | 3 | 4 |
| 56 A | Powers under various sub-rules except withdrawal of permission to avail of the procedure. | Assistant Collector | |

[File C.No. IV/16/32/82 MP. 2]

H. R. SYIEM, Collector

बाणिज्य मंत्रालय

आयात एवं निर्यात के संयुक्त मुख्य नियंत्रक का

कलकत्ता 29 अप्रैल, 1982

मैसर्स एम्ब्रूयू ली एण्ड कम्पनी लिमिटेड 8 क्लाइव रो, कलकत्ता 1 के नाम में जारी किए गए आज्ञापनों के उन्मूलन हेतु आदेश

का० आ० 3514—मैसर्स एण्ड यूल् एण्ड कम्पनी लिमिटेड, 8, क्लाइव रो, कलकत्ता-1 ने निम्नलिखित आज्ञापन प्राप्त किए थे:—दूसरी वस्तुओं के अतिरिक्त डिस्पोजल डीजल इंजन के आयात हेतु (1) पी०/एल०/2895409/सी० दिनांक 27-11-79 1,20,775/- रुपये का (2) पी०/एल०/2895407/सी० दिनांक 27-11-79, 71841/- रुपये का, (3) पी०/एल०/2395419/सी० दिनांक 29-11-79, 25730/- रुपये का (4) पी०/एल०/2895420/- सी०, दिनांक 29-11-79, 43756/- रुपये का। फर्म ने उपर्युक्त आज्ञापनों की दो प्रतियों के लिए इस आधार पर अर्ज की थी कि प्रश्न में आया आज्ञापन गमन के दौरान खो चुके हैं और इस बारे में आवश्यक सूचना स्थानीय पुलिस स्टेशन को दे दी गई थी। उपर्युक्त दावे के समर्थन में मजिस्ट्रेट के समक्ष पूर्णरूप से शपथ लेकर पण्य पत्र इस प्रकार प्राप्त किया था कि किसी भी उद्देश्य या विचार के लिये उनका

प्रयोग नहीं किया गया है और न ही उन पर किसी प्रकार का विचार किया गया है। आगे परीक्षण में यह ज्ञात हुआ था कि फर्म ने उपर्युक्त आज्ञापन झूठी घोषणा के आधार पर प्राप्त किये थे, और आज्ञापन गमन में मजूर किए गए थे।

उपर्युक्त स्थिति के विचार में मैं समुचित हू कि प्रश्न में सर्वभित आज्ञापन खो गये हैं और 1955 में संशोधित आयात (नियंत्रण) आदेश की धारा संख्या 9(स) के अन्तर्गत दिये गये अधिकार का उपयोग करते हुए फर्म को डिस्पोजल डीजल इंजन जैसा वस्तुओं के लिये आज्ञापन प्राप्त करने का कोई अधिकार नहीं था। सीमा शुल्क (कस्टम) को सूचना प्रति और आज्ञापन विषय की विनिमय (नियंत्रण) प्रति को मैं रद्द कर रहा हूँ।

[न० 6/39/81/ई०पि०ए० कलकत्ता/4978-4988]

एम० मुखर्जी, उप मुख्य नियंत्रक, आयात एवं निर्यात

MINISTRY OF COMMERCE

(Office of the Jt. Chief Controller of Imports & Exports)

Calcutta, the 29th April, 1982

ORDER FOR CANCELLATION OF LICENCES ISSUED IN FAVOUR OF M/S. ANDREW YULE & CO. LTD., 8, CLIVE ROW, CALCUTTA-1

S.O. 3514.—M/s. Andrew Yule & Co. Ltd., 8, Clive Row, Calcutta-1 had obtained the following licences:—

(1) P/L/2895409/C dated 27-11-79 for Rs. 1,20,775, (2) P/L/2895407/C dated 27-11-79 for Rs. 7,183, (3) P/L/2395419/C dated 29-11-79 for Rs. 25,730, (4) P/L/2895420/C dated 29-11-79 for Rs. 43,756 for import of disposal Diesel Engine besides other. The firm have applied for duplicate copies of the said licences on the ground that the licences in question have been lost during transit and necessary report in this regard made to the local police station. In support of the said claim firm had also filed affidavits duly sworn before a Magistrate to the effect that the said licences have not been, placed or utilised for any purpose or consideration what so ever. On further examination it was revealed that the firm obtained the above licences on the basis of false declaration and licences were granted inadvertently.

In view of the above position I am satisfied that the licences in question have been lost and the firm were not entitled to get the licences for the items disposal of Diesel Engines and by exercising the power conferred under Clause-9(c) of Imports (Control) Order, 1955 as amended, I hereby cancel the original Customs copy and the Exchange (Control) copy of the subject licences.

[No. 6/39/81/ECA/CAI/4977-4988]

S. MUKHERJI, Dy. Chief Controller
Imports & Exports.

(संयुक्त मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

(केन्द्रीय लाइसेंस क्षेत्र)

निरस्त-आदेश

नई दिल्ली, 15 जुलाई, 1982

का० आ० 3515 : मैसर्स लालसत एम्पपोर्ट्स, गीगल बिन्डिंग, पालियामेंट स्ट्रीट, नई दिल्ली को एडिशनल लाइसेंस सं० पी० डब्ल्यू/0319366/सी/XX/82/83 दिनांक 8-6-82 वास्ते 2,67,100/-रु० अप्रैल-मार्च-83 की आयात नीति के अन्तर्गत, अपेन्डिक्स 5 और 7 में लिखित मदों के आयात हेतु (अपेन्डिक्स 26 में लिखित मदों को छोड़कर) गलती से जारी किया गया था

इस फर्म को पत्र सं० एडिशनल/ला/2/ए एम-83/ई पी-VI/सी एल ए 1959 दि० 6-7-82 के द्वारा यह निदेश दिया गया था कि वे इस लाइसेंस को बिना किसी प्रकार की बख्शवख्ता (कमिटेन्ट) के 7 दिन के अन्दर निरस्त करने हेतु मौटा दें। वे इस निदेश के अनुपालन करने में अक्षम रहें हैं।

अतः आयात व्यापार नियंत्रण आदेश 1955 दि० 7-12-55 (यथा संशोधित) की धारा 9(1)(9) में प्रदत्त अधिकारों का प्रयोग करते हुए उक्त लाइसेंस की मूल कस्टम तथा एक्सचेंज कार्पाया सं० पी/डब्ल्यू/0319366 दि० 8-6-82 वाले 2,67,100/- रु० का निरस्त किया जाता है।

[सं० एडिशनल/ला/2/ए एम-83/ईपी-VI/सी एल/1062]
(Office of the Jt. Chief Controller of Imports and Exports)

(Central Licensing Area)
CANCELLATION ORDER

New Delhi, the 15th July, 1982

S.O. 3515.—M/s. Lalson Exporters, 8, Regal Building, Parbhanent Street, New Delhi were granted Additional Licence No. P/W/0319366/C/XX/82/D/83, dated 8-6-1982 for Rs. 2,67,100 for import of items appearing in Appendix 5 and 7 excluding the items appearing in Appendix 26 of AM. 83 Import Policy, inadvertently.

The firm was directed by letter No. Addl/JIC/2/AM 83/EP/VI/CLA/959, dated 6-7-1982 to return the licence for cancellation without making any sort of commitment on it within 7 days. They have failed to comply with the same within the stipulated time.

In exercise of the powers conferred on me under clause 9(i)(a) of the Import Trade Control Order 1955 dated 7th December, 1955 as amended upto date, the said original both customs purpose copy and Exchange Control Copy of licence No. P/W/0319366, dated 8-6-1982 for the value of Rs. 2,67,100 is hereby cancelled.

[No. ADDL/LIC/2/AM. 83|EP| VI|CLA/1062]

निरस्त-आदेश

नई दिल्ली, 27 अगस्त 1982

का०आ० 3516:—मसम पैरामाउन्ट प्राइवेट प्रा० लि०-55 ओखला इन्डस्ट्रियल एरिया फेज-11 नई दिल्ली को आयात लाइसेंस एडिशनल सं० पी/डब्ल्यू 2948592/C/XX/80/D/81 दि० 3-8-81 वाले 75,81,266/- रु० अपेन्डिक्स 5 और 7 में लिखित मदों (अपेन्डिक्स 26 में लिखित मदों को छोड़कर) अप्रैल मार्च-82 की आयात नीति के अन्तर्गत जारी किया गया था।

इस फर्म ने यह सूचित कि उनके उक्त लाइसेंस की कस्टम कापी किसी कस्टम पर पंजीकृत होने तथा आंशिक रूप से इस्तेमाल होने के पश्चात् खो गई है। यह लाइसेंस 32,11,859/- रु० तक इस्तेमाल करने के पश्चात् डुप्लीकेट कस्टम कापी बकाया राशि राशि 43,69,407/- रु० के इस्तेमाल के लिए चाहिए।

उक्त फर्म ने अब एक शपथ-पत्र आयात निर्यात की कार्यविधि पुस्तिका 1982-83 के पैरा 352-384 के अन्तर्गत प्रस्तुत किया है। मैं मन्तुष्ट हूँ कि उक्त लाइसेंस की मूल कस्टम हेतु कापी खो गई है।

3. अतः आयात-व्यापार नियंत्रण आदेश 1955 दि० 7-12-55 (यथा संशोधित) की धारा 9(D) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस की मूल कस्टम कापी को निरस्त करने का आदेश देता हूँ।

4. आवेदन की प्रार्थना पर अब आयात निर्यात की कार्यविधि पुस्तिका 1982-83 के पैरा 352-354 के अनुसार उपरोक्त लाइसेंस की कस्टम कापी की अनुलिपि (डुप्लीकेट कापी) जारी करने पर विचार किया जायेगा।

[सं० एडिशनल/ला०/65/ए एम-82/ईपी-VI/सी एल/1452/]

CANCELLATION ORDER

New Delhi, the 27th August, 1982

S.O. 3516.—M/s. Paramount Products Private Ltd., A-55, Okhla Industrial Area, Phase-II, New Delhi, were granted Additional Licence No. P/W/2948592/C/XX/80/D/81, dated 3-8-1981 for Rs. 75,81,266 for import of items appearing in Appendices 5 and 7 excluding items appearing in Appendix 26 of AM-82 Import Policy.

The firm have reported that Customs Purpose Copy of the said licence has been lost/misplaced after having been registered with Customs Authorities and utilised partly. The licence was utilised for Rs. 32,11,859 and duplicate Customs Copy is required for the balance value of Rs. 43,69,407.

The firm have filed an affidavit in support of the above statement as required under paras 352-354 of Hand Book of Imports and Exports Procedure, 1982-83. I am satisfied that the original Customs Purpose Copy of the said licence has been lost-misplaced.

In exercise of the powers conferred on me under Section 9(d) of Import Trade Control Order 1955 dated 7-12-1955 as amended. I hereby order the cancellation of the said original Customs Purpose Copy of the licence.

The applicant's case will now be considered for the issue of duplicate Customs Purpose Copy in accordance with paras 352-354 of Hand Book of Rules and Procedure 1982-83.

[No. Addl/Lic/65|AM. 82|EP. VI|CLA/1452]

निरस्त आदेश

का०आ० 3517:—मैसर्स ईस्ट-वेस्ट ट्रेडर्स 131 मंदिर बाजार दिल्ली को एक एडिशनल लाइसेंस सं० पी०/डब्ल्यू/2848241/सी/XX/76/डी/80 दि० 7-8-80 वाले 37211221/- रु० अपेन्डिक्स 5 और 7 में लिखित मदों (अपेन्डिक्स 26 में लिखित मदों को छोड़कर) अप्रैल-मार्च-81 की आयात नीति के अन्तर्गत जारी किया गया था।

उक्त फर्म ने यह सूचित किया है कि उक्त लाइसेंस की एक्सचेंज-कन्ट्रोल कापी कस्टम अथॉरिटी पर 21,57,344/- रु० तक इस्तेमाल करने के पश्चात् खो जाने की सूचना दी है। अब उन्होंने एक्सचेंज-कापी की डुप्लीकेट-कापी 15,63,778/- रु० की बकाया राशि को जारी करने हेतु आवेदन किया है।

उक्त फर्म ने अब एक शपथ-पत्र उक्त कथन के समर्थन में प्रस्तुत किया है जो कार्यविधि पुस्तिका 1982-83 के पैरा 352-354 के पैरा के अन्तर्गत प्रस्तुत किया गया है। मैं मन्तुष्ट हूँ कि उक्त लाइसेंस की मूल एक्सचेंज हेतु कापी खो गई है।

3 अतः आयात-व्यापार नियंत्रण आदेश 1955 दि० 7-12-55 (यथा संशोधित) की धारा 9 (क) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस की मूल एक्सचेंज कापी को निरस्त करने का आदेश देता हूँ।

4. आवेदक की प्रार्थना पर अब आयात-निर्यात की कार्यविधि-पुस्तिका 1982-83 के पैरा 352-354 के अनुसार उपरोक्त लाइसेंस की एक्सचेंज कापी की अनुलिपि (डुप्लीकेट कापी) जारी करने पर विचार किया जाएगा।

[सं० एडिशनल/ला०/64/ए एम-81/ईपी-6/सी एल ए/1451]

एम० वाला कृष्णा सिंह, ई,

उप मुख्य नियंत्रक आयात-निर्यात

कुले संयुक्त मुख्य नियंत्रक आयात-निर्यात

CANCELLATION ORDER

S.O. 3517—M/s East West Traders, 131, Sadar Bazar, Delhi were granted additional licence No P/W/2848241/C/XX/16/D/80 dated 7-8 1980 for Rs 37,21,122 for import of items appearing in appendices 5 and 7 excluding item appearing in appendix 26 of AM 81 Import Policy

The firm have reported that Exchange Control Copy of the said licence has been lost/misplaced after having been registered with Customs Authorities and utilised partly. Licence was utilised for Rs 21,57,344/- and Duplicate Exchange Control Copy applied for Rs 15,63,778

The firm have filed an affidavit in support of the above statement as required under paras 352-354 of Hand Book of Imports and Exports procedure, 1982-83, I am satisfied that the original Exchange Control Copy of the said licence has been lost/misplaced

In exercise of the powers conferred on me under Section 9(d) of Imports Trade Control Order 1955 dated 7-12-1955 as amended I hereby order the cancellation of the said original Exchange Control Purpose Copy of the licence.

The applicant's case will now be considered for the issue of duplicate Exchange Control Purpose Copy in accordance with paras 352-354 of Hand Book of Rules and Procedure 1982-83

[No Add/Lic/64/AM 81/EP VI/CLA/1451]
S. BALAKRISHNA PILLAI, Dy Controller of
Import and Export

विदेश मंत्रालय

नई दिल्ली, 21 सितम्बर, 1982

का० आ० 3518—हज समिति नियमावली, 1963 के नियम 6 (1) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार इसके द्वारा श्री सैयद अहमद अली सदस्य हज समिति, बम्बई का स्थान रिक्त घोषित करती है जो कि भारत सरकार द्वारा अधिमूर्चना सं० एम (हज) 118-1/15/80 दिनांक 10 अगस्त, 1981 को अधिमूर्चन की गयी थी।
[सं० एम (हज) 118-1/15/80]

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 21st September, 1982

S.O. 3518—In exercise of the powers conferred by Rule 6(1)(b) of the Haj Committee Rules, 1963, the Government of India hereby declare vacant the seat of Shri Syed Ahmed Ali, Member of the Haj Committee, Bombay notified by the Government of India under the Notification No. M(Haj) 118-1/15/80 dated the 10th August, 1981

[No M(Haj) 118 1/15/80]

का० आ० 3519—अधिमूर्चना सं० एम (हज) 118-1/15/80 दिनांक 4 जुलाई 1981 के पैरा 2 के क्रम में, बृहत्तर बम्बई नगर निगम के निम्नलिखित वा गवर्णों को बृहत्तर बम्बई नगर निगम के मुसलमान सदस्यों की सफाई पर महाराष्ट्र राज्य सरकार द्वारा हज समिति अधिनियम, 1959 की धारा 4 की उपधारा (1) के खंड (ट) के अंतर्गत हज समिति, बम्बई के सदस्यों के रूप में नामजद किया गया है।

- 1 डा० अली मोहम्मद उमर मेमन
हजर विला, चौथी मंजिल,
ब्लॉक नं० 2, 5-ब्लॉक बैंक रोड,
[बम्बई-400008]
- 2 श्री अखरकी अहमद रहमान सूकी,
54-बी, हिंगवाला बिल्डिंग
दूसरी मंजिल कमरा नं० 42
सूटर स्ट्रीट
[बम्बई-400011]

[सं० एम (हज) 118-1/15/80]

S.O. 3519—In continuation of para 2 of Notification No M(Haj) 118-1/15/80 dated the 4th July, 1981, the following two members of the Municipal Corporation of Greater Bombay have been nominated as Members of the Haj Committee, Bombay by the State Government of Maharashtra on the recommendation of the Muslim members of the Municipal Corporation of Greater Bombay under clause (k) of Sub-section (1) of Section 4 of the Haj Committee Act, 1969 —

- 1 Dr. Alimohmed Umai Memon,
Hanjar Villa, IV floor,
Block No 2, 5 Club Back Road
Bombay-400008
- 2 Shri Ashrafi Abdul Raheman Soofi,
54-B, Hingwala Bldg.,
2nd Floor, Room No 42,
Souter Street,
Bombay 400 011

[No. M(Haj) 118-1/15/80]

का० आ० 3520—हज समिति अधिनियम, 1959 (सं० 1959 का 51) की धारा 6 की उपधारा (1) (4) और (5) के अनुसरण में समिति की 27, अगस्त, 1982 की बैठक में हज समिति, बम्बई के अध्यक्ष के रूप में श्री मोहम्मद अमीन खडबानी, विधान सभा सदस्य (महाराष्ट्र) और उपाध्यक्ष के रूप में सर्वश्री सैयद शाहाबुद्दीन, ससब सदस्य और युसुफ हाफीज, विधान सभा सदस्य (महाराष्ट्र) की नियुक्ति एतद्द्वारा अधिसूचित की जाती है।

[सं० एम (हज) 118-1/15/80]

एम० एच० अन्सारी, संयुक्त सचिव (हज)

S.O. 3520—In pursuance of Sub-section (1), (4) and (5) of section 6 of the Haj Committee Act, 1959 (No 51 of 1959), the selection of Shri Mohammed Amin Khandwani, MLA (Maharashtra) as Chairman and S/Shri Syed Shahabuddin, MP and Yusuf Hafiz, MLA (Maharashtra) as Vice-Chairmen of the Haj Committee, Bombay at the meeting of the committee held on 27th August, 1982 is hereby notified

[No M(Haj) 118-1/15/80]

M. H. ANSARI, Jt Secy (Haj)

नई दिल्ली, 22 सितम्बर, 1982

का० आ० 3521—राजनयिक तथा कोसली अधिकारी (शपथ एवं शुल्क) अधिनियम, 1948 (1948 का 41 वा) के खंड 2 की धारा (क) के अनुपालन में केन्द्र सरकार, इसके द्वारा भारत का हाई कमिशन, किंगस्टन, जमैका में सहायक श्री एस० डी० मलिक का तत्काल स कोसली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[टी-4330 (2)/82]

जे० हजारी, उप सचिव

New Delhi, the 22nd September, 1982

S.O. 3521—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths & Fees) Act 1948 (41 of 1948) the Central Government hereby authorise Shri S. D. Malik, Assistant in the High Commission of India, Kingston, Jamaica to perform the duties of Consular Agent with immediate effect

[T-4330(2)/82]

J. HAZARI, Dy Secy

इस्पात और खान मंत्रालय

(इस्पात विभाग)

नई दिल्ली, 22 सितम्बर, 1982

का० आ० 3522.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अन्वय में भारत रिफ्रेक्ट्रीज लिमिटेड की सहायक कंपनी, भिलाई रिफ्रेक्ट्रीज प्लांट, मरोदा, पो० आ० नेवई, दुर्ग-491002 (मध्य प्रदेश) को, जिसके कर्मचारी वृन्द ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[संख्या ई०-11011/1/82-हिंदी]

विजय कुमार अग्रवाल, उप सचिव

MINISTRY OF STEEL AND MINES

(Department of Steel)

New Delhi, the 22nd September, 1982

S.O. 3522.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies Bhilai Refractories Plant, Marauda, P.O. Newai, Durg-491002 (M. P.) of Bharat Refractories Limited, the staff whereof have acquired the working knowledge of Hindi.

[No. E. 11011/1/82-HINDI]

V. K. AGGARWAL, Dy. Secy.

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 22 सितम्बर, 1982

का० आ० 3523.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों को बेवखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के पेट्रोलियम और रसायन मंत्रालय (पेट्रोलियम विभाग) की दिनांक 21 मार्च, 1978 के का० आ० 900 और दिनांक 4 जुलाई, 1982 के का० आ० 1864 की अधिसूचनाओं का अधिक्रमण करते हुए और केवल उन बातों को छोड़कर जिनका ऐसे अधिक्रमण से पहले कर लिया गया है अथवा जिनके लिए वचन दे दिया गया है, मुख्य अधिकारी (भूमि और संपदा), इंडियन पेट्रो केमिकल्स कारपोरेशन लिमिटेड ब्रकथर, पेट्रो-केमिकल्स, जिला बड़ौदा (गुजरात) को, जो सरकार के एक राजपत्रित अधिकारी के दर्जे के अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है, जो उक्त कारपोरेशन के प्रशासनिक नियंत्रण के अधीन आने वाले सरकारी स्थानों की बाबत उक्त अधिनियम के द्वारा या उसके अधीन प्रदत्त अधिकारों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेंगे।

[का० सं० 30027/24/82-पी० सी० (III)]

विजय बंसल, उप सचिव

MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 22nd September, 1982

S.O. 3523.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised

Occupants) Act, 1971 (40 of 1971) and in supersession of Notification of the Government of India in the Ministry of Petroleum and Chemicals (Department of Petroleum) No. S.O. 900 dated 21st March, 1978 and S.O. 1864 dated the 4th July, 1982, except as respect things done or committed to be done before such supersession the Central Government hereby appoints the Principal Officer (Land and Estate), Indian Petrochemicals Corporation Limited, P.O. Petrochemicals, District Baroda (Gujarat), being an officer equivalent to the rank of gazetted officer of Government, to be estate officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed, on estate officers by or under the said Act, in respect of public premises under the administrative control of the said Corporation.

[F. No. 30027/24/82-PC.III]

VINAY BANSAL, Dy. Secy.

(कोयला विभाग)

नई दिल्ली, 18 सितम्बर, 1982

का० आ० 3524.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन, भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii), तारीख 16 जनवरी, 1982 में प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं० का० आ० 136 तारीख 30 दिसम्बर, 1981 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिसर में, ब्लॉक सं० 6 में 21356.98 एकड़ (लगभग) या 8502.40 हेक्टर (लगभग) क्षेत्र और ब्लॉक 7 में 3960.00 एकड़ (लगभग) या 1602.56 हेक्टर (लगभग) क्षेत्र की भूमि की बाबत कोयला का पूर्वेक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त भूमि में से ब्लॉक सं० 6 के एक भाग में कोयला अभिप्राप्त है ;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए 988.51 एकड़ (लगभग) या 400.04 हेक्टर (लगभग) माप की भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और उन्हें सलाह करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का, अर्जन करने के अपने आशय को सूचना देती है।

टिप्पण 1.—इस अधिसूचना के अधीन आने वाले रेखांक का निरीक्षण कलक्टर, सम्बलपुर (उड़ीसा) के कार्यालय से या कोयला नियंत्रक 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में अथवा वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) कोल एस्टेट, मिडिल लाइन्स, नागपुर (महाराष्ट्र) के कार्यालय में किया जा सकता है।

टिप्पण 2.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 8 के उपबन्धों की ओर ध्यान आकृष्ट किया जाता है जिस में निम्नलिखित उपबन्धित है—

“8(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है हितवद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर किसी अधिकारों का अर्जन किए जाने के बारे में प्राप्ति कर सकेगा।

स्पष्टीकरण—इस धारा के अर्थात्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संश्रयाण करना चाहता है और ऐसी संश्रयाण केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करना चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को निम्नित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुन जाने या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी प्रतिरिक्त जाच, यदि कोई है, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उनके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टों केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजन के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या ऐसी भूमि में या उस पर अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते।

टिप्पण—3 केन्द्रीय सरकार ने, कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

ब्लॉक सं० 6 (भाग-1)

ग्रामों बी० रिक्टर कोलकीन्डम (उड़ीसा) (जिसमें वह भूमि वसित की गई है—जिसमें खनिजों के खनन, खदान बंदर करने, उनकी खुदाई करने और उन्हें तलाश करने और उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का, अर्जन किया जाता है)

खनन अधिकार

| क्रम सं० | ग्राम का नाम | ग्राम सं० | तहसील |
|----------|--------------|-----------|----------|
| 1 | कुसुरालोई | 26 | आसुरगुडा |
| 2 | उम्मा | 30 | " |
| 3 | छरला | 35 | " |

| जिला | एकड़ों में क्षेत्र | कुल | टिप्पणियाँ |
|-------------|--------------------|-------------|---------------|
| | राजस्व भूमि | सरकारी भूमि | क्षेत्र |
| सम्बलपुर | 111 08 | 158 94 | 270 02 भाग |
| " | 9 46 | 124 03 | 133 49 भाग |
| " | 302 61 | 282.39 | 585 00 भाग |
| कुल क्षेत्र | 123 15 | 565 36 | 988 51 |
| | या 400.04 | | हैक्टर (लगभग) |

ग्राम कुसुरालोई में अर्जित किए जाने वाले प्लॉट संख्याएं —

791, 792, 798 799, 800, 801, 802, 879, 929, 930, 931, 931/1858 932 से 946, 949 949/1859, 950 से 963, 963/1944, 964 से 988, 988/1860 989 से 1027, 1027/1861, 1028 से 1043, 1047 से 1051, 1051/1862, 1052, 1052/1935 1052 1936, 1053 से 1063, 1087 से 1091, 1554 से 1567, 1567/1958, 1568, 1569 और 1717।

ग्राम उम्मा में अर्जित किए जाने वाले प्लॉट संख्याएं —

1339, 1361, 1365, 1374 1378, 1382, 1383, 1393, 1394 1395, 1396 1397, 1398, 1401, 1406, 1407, 1421, 422 1423, 1424 1544, 1552, 1555, 1556, 1366 और 1408.

ग्राम छरला में अर्जित किए जाने वाले प्लॉट संख्याएं —

36 (भाग), 37 से 41, 11/607, 11/609 11/738 12 43 (भाग), 44, 14/608 15 (भाग), 174 (भाग) 174/599 (भाग), 174/600 (भाग), 174/601 (भाग), 177 (भाग), 178 से 182, 186 (भाग), 186/732 (भाग), 187 (भाग), 188 (भाग), 189 (भाग), 190, 191, 192 (भाग), 193 से 196, 196/571, 197 से 200 200/574, 201 से 203, 203/610, 203/611, 204 से 206, 206/612, 207 से 217, 217/613, 218 से 219, 219/739, 219/710 219/741 220 से 224, 224/569 225 से 228, 228/614 228/615, 229 से 230, 230/616, 230/617, 230/618, 230/619, 231 232, 232/568, 232/570, 232/620, 233 से 235, 235/622, 236, 236/621, 237 से 248, 248/623, 248/624, 248/726 249, 250, 250/626, 251 से 260, 260/625, 261 से 266 266/729, 267 से 268, 268/627, 269 से 274, 274/628, 274/629, 274/630, 274/734, 274/735, 274/736, 275, 275/631, 275/632, 275/738, 276 277, 277/633, 278 से 289 289/723 289/724, 289/728, 289/730, 290 से 294, 294/634, 295 से 297, 297/635, 298 से 300, 300/636, 301 से 311, 311/637, 312, 313, 313/638 314, 315, 315/639 316 से 323, 323/643 324 से 327, 327/640, 327/641, 328 से 329 329/642, 330 330/644, 331 (भाग), 332 332/645, 333 से 336, 336/646, 336/647, 336/648, 336/649, 337 से 339, 339/650, 340 से 342 342/737, 343, 343/565, 343/566 344, 345 345/561, 346, 347 347/651, 348 348/652, 349 से 354, 354/653, 355, 355/654, 356, 357, 357/655, 358, 359 (भाग), 359/656, 359/657, 359/658, 359/669, 360 से 363, 363/659, 364 से 380, 380/660 381 से 390, 390/661, 391, 392 392/662, 392/663, 392/664, 393, 393/665 394, 394/666, 395, 395/667, 396 397, 397/668, 398 से 400, 400/670, 401, 402 402/671, 403, 403/672, 404 से 414, 414/673 415, 415/674 415/675, 416, 416/677, 417, 417/676, 418, से 426, 426/605, 427, 427/603, 427/604, 428 से 437, 437/606, 438, 439, 439/678, 440 से 445, 445/679, 446 से 449, 449/680, 450, 450/681, 451, 452 452/682, 453, 454, 454/725, 454/683, 455, 455/727, 456 456/684 457 से 459, 459/685, 460 से 470, 473/686, 473/687, 471, 472, 472/688, 473, 474, 474/689, 475 से 479, 479/690, 479/691, 480 से 484, 484/572, 485 से 490, 490/692, 491 से 493, 191/731, 493/693, 494, 494/694, 494/695 495 से 498, 198/696, 499 से 501, 501/697, 501/698, 502 से 504, 504/699, 505, 505/700, 506, 506/701, 507 से 513, 513/702, 514, 515, 315/703, 516 से 524, 524/712, 525, 526, 526/713, 527, 527/711, 528, 528/742, 528/743 529, 529/704, 530, 530/705, 531 से 534, 534/715, 533, 535/716 536 537, 537/706 538, 539, 539/717, 540, 541, 541/707, 542 से 550, 550/708, 550/709, 551, 551/710, 552, 553 553/711, 554 से 559, 559/720 560, 560/718 561, 562 563 563/719, 566/722, और 567।

सीमा वर्णन

ग-ग 1

रेखा ग्राम छरला में प्लॉट सं० 359 से होकर जाती है और बिन्दु ग 1 पर मिलती है।

ग1-ग2

रेखा ग्राम छरला और खारम की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु ग2 पर मिलती है।

| | |
|-----------|---|
| ग 2-ग 3 | रेखा ग्राम छरला और कुसुराहोई की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु ग 3 पर मिलती है। |
| ग 3-ग 4 | रेखा ग्राम कुसुराहोई से होकर प्लॉट सं० 1717 और 1718 की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु ग 4 पर मिलती है। |
| ग 4-ग 5 | रेखा ग्राम कुसुराहोई से होकर प्लॉट सं० 1717 और 1716 की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु ग 5 पर मिलती है। |
| ग 5-ग 6 | रेखा ग्राम कुसुराहोई से होकर प्लॉट सं० 1567 की पूर्वी सीमा के साथ-साथ जाती है और बिन्दु ग 6 पर मिलती है। |
| ग 6-ग 7 | रेखा ग्राम कुसुराहोई से होकर प्लॉट सं० 1567, 1569, 1556, 1555, 1554, 1060, 1061, 1063, 1336, 1051, 1047, 1048, 1049, 1042, 1043, 1087, 1091, 949, 946 और 929 की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु ग 7 पर मिलती है। |
| ग 7-ग 8 | रेखा ग्राम कुसुराहोई से होकर प्लॉट सं० 879 (सड़क) की पूर्वी सीमा के साथ-साथ जाती है और बिन्दु ग 8 पर मिलती है। |
| ग 8-ग 9 | रेखा ग्राम कुसुराहोई से होकर प्लॉट सं० 879 (सड़क) की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु ग 9 पर मिलती है। |
| ग 9-ग 10 | रेखा ग्राम कुसुराहोई से होकर प्लॉट सं० 879 (सड़क) की पश्चिमी सीमा, प्लॉट सं० 801 और 802 की दक्षिणी-पश्चिमी सीमा के साथ-साथ जाती है फिर प्लॉट सं० 789, 800, 792, 791 की पश्चिमी सीमा के साथ-साथ भागे जाती है और ग्राम कुसुराहोई और उब्दा की सम्मिलित सीमा पर बिन्दु ग 10 पर मिलती है। |
| ग 10-ग 11 | रेखा ग्राम उब्दा और कुसुराहोई की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु ग 11 पर मिलती है। |
| ग 11-ग 12 | रेखा ग्राम उब्दा से होकर प्लॉट सं० 1406, 1401, 1398, 1393, 1384, 1374, 1552, 1378, 1544, 1366, 1364, 1339 की पश्चिमी सीमा के साथ-साथ जाती है और कोयला धारक क्षेत्र (प्रजन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित, आई बी ब्लॉक-2 (आई बी० बैली कोलफील्ड) देखिए अधिसूचना सं० का० प्रा० 22(प्र), तारीख 9/13-1-1981 की दक्षिणी सीमा पर बिन्दु ग 12 पर मिलती है। |

ग 12-ग रेखा कोयला धारक क्षेत्र (प्रजन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित, आई बी० ब्लॉक 2 (आई बी० बैली कोलफील्ड) देखिए अधिसूचना सं० का० प्रा० 22(प्र), तारीख 9/13-1-81 की दक्षिणी सीमा के साथ-साथ जाती है और भारतीय बिन्दु "ग" पर मिलती है।

[सं० 19/46/82-सी०एस०]

स्वर्ण सिंह, प्रवर सचिव

(Department of Coal)

New Delhi, the 18th September, 1982

S.O. 3524.—Whereas by the notification of the Government of India, in the Ministry of Energy, Department of Coal No. S.O. 136 dated 30th December, 1981 under Sub-section (i) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 16th January, 1982, the Central Government gave notice of its intention to prospect for coal in Block No. VI, area 21356.98 acres or 8502.40 hectares and Block No. VII, area 3960.00 acres (approximately) or 1602.56 hectares (approximately) of the lands in the locality specified in the Schedule appended to that notification.

And whereas the Central Government is satisfied that coal is obtainable in a part of Block No. VI, out of the said lands;

Now, therefore, in exercise of the powers conferred by Sub-section (i) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 988.51 acres (approximately) or 400.04 hectares (approximately) described in the Schedule appended hereto.

Note 1 : The plans of the areas covered by this notification may be inspected in the Office of the Collector, Sambalpur (Orissa) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur (Maharashtra).

Note 2: Attention is hereby invited to the provisions of section 8 of the aforesaid Act which provide as follows :

OBJECTIONS TO ACQUISITION :—

"8(1)—Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation :—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such

objections and after making such further enquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note-3 : The Coal Controller, 1, Council House Street, Calcutta, has been appointed by the Central Government as the competent authority under the Act.

THE SCHEDULE
BLOCK NO. VI (PART-I)
IB RIVER COALFIELDS (ORISSA)
PLAN NO. IBV/BOC/11/82

(Showing the lands where rights to mine, quarry, bore, win, work and carry away mineral to be acquired)

MINING RIGHTS

| Sl. No. | Name of village | Village No. | Tehsil | District |
|---------|-----------------|-------------|----------|-----------|
| 1. | Kusuraloi | 26 | Jarsugda | Sambalpur |
| 2. | Ubda | 30 | -do- | -do- |
| 3. | Chharla | 35 | -do- | -do- |

| Area in acres | | Total | Remarks |
|---------------|-----------|--------|------------------------------------|
| Revenue land | Govt land | | |
| 111.09 | 158.94 | 270.02 | Part |
| 9.46 | 124.03 | 133.49 | Part |
| 302.61 | 282.39 | 585.00 | Part |
| Total: 423.15 | | 988.51 | OR 400.04 hectares (approximately) |

Plot numbers to be acquired in village Kusuraloi :

77, 792, 793, 793, 800, 801, 802, 879, 929, 930, 931, 931/1858, 932 to 946, 949, 949/1859, 950 to 963, 963/1944, 964 to 988, 988/1860, 989 to 1027, 1027/1861, 1028 to 1043, 1047 to 1051, 1051/1862, 1052, 1052/1935, 1052/1936, 1053 to 1063, 1037 to 1021, 1554 to 1567, 1567/1958, 1568, 1569 and 1717.

Plot numbers to be acquired in village Ubda :

1339K 1364, 1365, 1374, 1378, 1382, 1383, 1393, 1394, 1395, 1395, 1397, 1398, 1401, 1406, 1407, 1421, 1422, 1423, 1424, 1544, 1552, 1555, 1556, 1366 and 1408.

Plot numbers to be acquired in Chharla :

36(P), 37 to 41, 41/607, 41/609, 41/733, 42, 43(P), 44, 44/603, 45(P), 174(P), 174/599(P), 174/600(P), 174/601(P), 177(P), 178 to 182, 186(P), 186/732(P), 187(P), 188(P), 189(P), 190, 191, 192(P), 193 to 195, 195/571, 197 to 200, 200/574, 201 to 203, 203/610, 203/611, 204 to 205, 205/612, 207 to 217, 217/613, 218 to 219, 219/739, 219/740, 219/741, 220 to 224, 224/569,

225 to 228, 228/614, 228/615, 229 to 230, 230/616, 230/617, 230/618, 230/619, 231, 232, 232/568, 232/570, 232/620, 233 to 235, 235/622, 236, 236/621, 237 to 248, 248/623, 248/624, 248/726, 249, 250, 250/626, 251 to 260, 260/625, 261 to 266, 266/729, 267 to 268, 268/627, 269 to 274, 274/628, 274/629, 274/630, 274/734, 274/735, 274/736, 275, 275/631, 275/632, 275/738, 276, 277, 277/633, 278 to 289, 289/723, 289/724, 289/728, 289/730, 290 to 294, 294/634, 295 to 297, 297/635, 298 to 300, 300/636, 301 to 311, 311/637, 312, 313, 313/638, 314, 315, 315/639, 316 to 323, 323/643, 324 to 327, 327/640, 327/641, 328 to 329, 329/642, 330, 330/644, 331(P), 332, 332/645, 333 to 336, 336/646, 336/647, 336/648, 336/649, 337 to 339, 339/650, 340 to 342, 342/737, 343, 343/565, 343/566, 344, 345, 345/564, 346, 347, 347/651, 348, 348/652, 349 to 354, 354/653, 355, 355/654, 356, 357, 357/655, 358, 359(P), 359/656, 359/657, 359/658, 359/669, 360, to 363, 363/659, 364, to 380, 380/660, 381 to 390, 390/661, 391, 392, 392/662, 392/663, 392/664, 393, 393/665, 394, 394/666, 395, 395/667, 396, 397, 397/668, 398 to 400, 400/670, 401, 402, 402/671, 403, 403/672, 404 to 414, 414/673, 415, 415/674, 415, 416, 416/677, 417, 417/676, 418 to 426, 426/605, 427, 427, 603, 427/604, 428 to 437, 437/606, 438, 439, 439/678, 440 to 445, 445/679, 446 to 449, 449/680, 450, 450/681, 451, 452, 452/682, 453, 454, 454/725, 454/683, 455, 455/727, 456, 456/634, 457 to 459, 459/685, 460 to 470, 470/686, 470/687, 471, 472, 472/688, 473, 474, 474/689, 475 to 479, 479/690, 479/691, 480 to 484, 484/572, 485 to 490, 490/692, 491 to 493, 491/731, 493/693, 494, 494/694, 494/695, 495 to 498, 498/696, 499 to 501, 501/697, 501/698, 502 to 504, 504/699, 505, 505/700, 506, 506/701, 507 to 513, 513/702, 514, 515, 515/703, 516 to 524, 524/712, 525, 526, 525/713, 527, 527/714, 528, 528/742, 528/743, 529, 529/704, 530, 530/785, 531 to 534, 534/715, 535, 535/716, 536, 537, 537/706, 538, 539, 539/717, 540, 541, 541/707, 542 to 550, 550/708, 550/709, 551, 551/710, 552, 553, 553/711, 554 to 559, 559/720, 560, 560/718, 561, 562, 563, 563/719, 566/722 and 567.

Boundary description :

- C-C1 Line passes through village Chharla in plot No. 359 and meets at point C1.
- C1-C2 Line passes along the common boundary of villages Chharla and Khadam and meets at point C2.
- C2-C3 Line passes along the common boundary of villages Chharla and Kusuraloi and meets at point C3.
- C3-C4 Line passes through village Kusuraloi along the common boundary of plot Nos. 1717 and 1718 and meets at point C4.
- C4-C5 Line passes through village Kusuraloi along the common boundary of plot Nos. 1717 and 1716 and meets at point C5.
- C5-C6 Line passes through village Kusuraloi along the eastern boundary of plot No. 1567 and meets at point C6.
- C6-C7 Line passes through village Kusuraloi along the southern boundary of plot Nos. 1567, 1569, 1556, 1555, 1554, 1060, 1061, 1063, 1936, 1051, 1047, 1048, 1049, 1042, 1043, 1087, 1091, 949, 946 and 929 and meets at point C7.
- C7-C8 Line passes through village Kusuraloi along the eastern boundary of plot No. 679 (road) and meets at point C8.
- C8-C9 Line passes through village Kusuraloi along the southern boundary of plot No. 879 (road) and meets at point C9.
- C9C10 Line passes through village Kusuraloi along the western boundary of plot No. 879 (road) south-western boundary of plot Nos. 801 and 802 then

proceeds along the western boundary of plot Nos 798, 800, 792, 791 and meets on common boundary of villages Kuraloi and Ubda at point C10

C10-C11 Line passes along the common boundary of villages Ubda and Kuraloi and meets at point C11.

C11-C12 Line passes through village Ubda along the western boundary of plot Nos. 1046, 1401, 1398, 1393, 1383, 1374, 1552 1378, 1544, 1366 1364 1339 and meets on the southern boundary of Ib Block-II (Ib Valley Coalfields) acquired u/s. 9 (1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide notification S.O. 22(E) dated 9/13-1-1981 at point C12.

C12-C Line passes along the southern boundary of Ib Block-II (Ib Valley Coalfield) acquired u/s. 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide notification S.O. 22(E) dated 9/13-1-1981 and meets at the starting point 'C'.

[No. 19/46/82-CL]

CORRIGENDUM

New Delhi, the 6th September, 1982

S.O. 3525.—In the notification of the Government of India in the Ministry of Energy (Department of Coal),

No. S. O. 443, dated the 22nd January, 1982, published in the Gazette of India, Part II, Section 3 sub-section (ii) dated the 6th February, 1982, at page 468 in the 2nd, column, in lines 18-19 for "Ghnatopara" read "Ghantapara".

[No. 19/94/81-CL]

CORRIGENDUM

New Delhi, the 22nd September, 1982

S.O. 3526.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 435 (E) dated the 12th June, 1981, published in the Gazette of India, Extraordinary, Part II, section 3, sub-section (ii), dated the 12th June, 1981,—

at page 742 in line 2,
for "dated the 1st July, 1979" read "dated the 1st July, 1978"
at page 742/1 in line 4 from below for "493" read "598"
at page 742/2

in line 12, for "2645 (part)" read "2645";

in line 27, for "691 (part)" read "691";

in line 24, for "748 (part)" read "748";

in line 33, for "427 (part), 427 & 428 (part)" read "427 and 428 (part)";

in line 45, for "296" and read "295";

in line 50, for "2746, 59, 274" read "276, 459, 274";

in line 56, for "625" read "628";

at page 742/3

in line 9, for "meets at point L" read "meets at point L"

in line 18, for "360, 350, 342" read "360, 359, 342".

[No. 19/18/81-CL]

CORRIGENDUM

S.O. 3527.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 2085 dated the 16th July, 1981, published in the Gazette of India, Part II, section 3, sub-section (ii), dated the 1st August, 1981.

At page 2447.

In the schedule against sl. No. 4, 5, and 7.

For

| "Sl. No. | Village | Thana | Thana No. | Distt. | Area | Remarks |
|----------|---------------------------|------------|-----------|---------|------|---------|
| 4. | Jharinimla | Patan | 204 | Palamau | — | Part |
| 5. | Meral | Do. | 205 | Do. | — | Full |
| 7. | Singraha Khurd Daltanganj | Do. | 194 | Do. | — | Part" |
| Read | | | | | | |
| "Sl. No. | Village | Thana | Thana No. | Distt. | Area | Remarks |
| 4. | Jharinimla | Patan | 204 | Palamau | — | Full |
| 5. | Meral | Do. | 205 | Do. | — | Part |
| 7. | Singraha Khurd | Daltanganj | 194 | Do. | — | Part |

[No. 19/14/81-CL]

SWARAN SIGNH, Under Secy.

कृषि मंत्रालय

(कृषि और सहकारिता विभाग)

नई दिल्ली, 14 सितम्बर, 1982

का० आ० 3528—बहु-एकक सरकारी समिति अधिनियम, 1942 (1942 का 6) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के कृषि मंत्रालय (कृषि और

सहकारिता विभाग) की अधिसूचना संख्या एल० 11011/4/75-एल० एण्ड एम० तारीख 28-4-1982 का अधिष्ठात करते हुए केन्द्रीय सरकार एतद्वारा कृषि मंत्रालय के कृषि और सहकारिता के मुख्य निदेशक (सहकारिता) श्री के सुन्दरराजु को प्रागामी आदेशों तक सहकारी समितियों के केन्द्रीय पंजीकार के रूप में नियुक्त करती हैं।

[सं० एल० 11011/49/75-एल० एण्ड एम]

टी० धार० त्रेहन, अवर सचिव

MINISTRY OF AGRICULTURE

(Deptt. of Agri. & Cooperation)

New Delhi, the 14th September, 1982.

S.O. 3528.—In exercise of the powers conferred by sub-section (1) of Section 4 of the Multi-Unit Cooperative Societies Act, 1942 (VI of 1942) and in supersession of the Notification of the Government of India in the Ministry of Agriculture (Department of Agriculture & Cooperation) No. L-11011/49/75-L&M dated the 28th April, 1982, the Central Government hereby appoint Shri K. Sundararajulu, Chief Director (Coop.) in the Ministry of Agriculture, Department of Agriculture & Cooperation as the Central Registrar of Cooperative Societies until further orders.

[No. L-11011/49/75-L&M]

T. R. TREHAN, Under Secy.

निर्माण और आवास मंत्रालय

(दिल्ली प्रभाग)

नई दिल्ली 25 सितम्बर, 1982

का० आ० 3529.—दिल्ली विकास अधिनियम, 1957 (1957 का 61) की धारा 4 की उपधारा 3 के खंड (ख) के साथ पठित उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निर्माण और आवास मंत्रालय के विनोद 7 अप्रैल, 1980 की अधिसूचना संख्या के-11011/22/78-डी० डी० 1 (ए) के अधिनियम में, केन्द्रीय सरकार एतद्वारा नई दिल्ली नगर पालिका के प्रशासक श्री पी० एस० भटनागर को श्री पी० एन० बहल के स्थान पर दिल्ली विकास प्राधिकरण के सदस्य के रूप में नामित करती है और भारत सरकार, स्वास्थ्य मंत्रालय के विनोद 30 दिसम्बर, 1957 की अधिसूचना संख्या 12-173/57-एस० एस० जी० में निम्नलिखित और संशोधन करती है, नामतः—

उक्त अधिसूचना की मद संख्या 10 में "श्री पी० एन० बहल, प्रशासक नई दिल्ली नगर पालिका के इंद्राजन के लिए निम्नलिखित इन्वराज प्रतिस्थापित किया जायेगा :—

श्री पी० एस० भटनागर, प्रशासक, नई दिल्ली नगर पालिका"।

[सं० के-11011/22/78-डी० डी० 1 (ए)/ II बी)]

जे० ए० समद, उप सचिव

MINISTRY OF WORKS AND HOUSING

(Delhi Division)

New Delhi, the 25th September, 1982

S.O. 3529.—In exercise of the powers conferred by sub-section (1), read with clause (g) of sub section (3) of section 3 of the Delhi Development Act, 1957 (61 of 1957) and in supersession of Ministry of Works & Housing Notification No. K-11011/22/78-DDI A dated the 7th April, 1980, the Central Government hereby nominates Shri P. S. Bhatnagar, Administrator, New Delhi Municipal Committee as a member of the Delhi Development Authority in place of Shri P. N. Bahl and makes the following further amendment in the Notification of the Government of India in the Ministry of Health No. 12-173/ISG, dated the 30th December, 1957, namely :—

In the said notification, in item No. 10 for the entry "Shri P. N. Bahl, Administrator, New Delhi Municipal Committee" the following entry shall be substituted :—

"Shri P. S. Bhatnagar, Administrator, New Delhi Municipal Committee".

[No. K-11011/22/78-DDI (A)/II. B]

J. A. SAMAD, Dy. Secy.

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 27 सितम्बर, 1982

का० आ० 3530.—स्थायी आदेश संख्या 627, दिनांक 27-9-82 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने सोमनदपल्ले/पकाला/दमाला चरुवु/कलावापुडि/मंगलपेटा में दिनांक 16-10-1982 से प्रमाणित वर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/82-पि.एच.बी. (पी.टी.)]

MINISTRY OF COMMUNICATIONS

(P&T Board)

ORDER

New Delhi, 27th September, 1982

S.O. 3530.—In pursuance of para (a) of Section III of Rule 434 of India Telegraph Rules, 1951, as introduced by S. O. No. 627 dated 8th March, 1960, the Director General Posts and Telegraphs, hereby specifies 16-10-1982 as the date on which the Measured Rate System will be introduced in SOMANDEPALLE/PAKALA/DAMALA CHERUVU/KALAVAPUDI/MANGALAMEPETA Telephone Exchanges ANDHRA PRADESH Circle.

[No. 5-6/82-PHB (Pt.)]

का० आ० 3531.—स्थायी आदेश संख्या 627, दिनांक 27-9-82 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने मेदिकोन्डुरु/पोनिकासु/केनिपाकसु/पिनकोनडा/गुट्टूर में दिनांक 16-10-1982 से प्रमाणित वर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/82-पी.एच.बी. (पी.टी.)]

आर० सी० कटारिया, सहायक महानिदेशक (पी०एच०ए०)

S.O. 3531.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S. O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-10-1982 as the date on which the Measured Rate System will be introduced in MEDIKONDURU/PONNEKA!LU/KANIPAKAM/PENUKONUKONDA/GUTTUR Telephone Exchanges, ANDHRA PRADESH Circle.

[No. 5-6/82-PHB(PT)]

R. C. KATARIA, Assistant Director General

(P.H.B.)

MINISTRY OF LABOUR

New Delhi, the 25th September, 1982

S.O. 3532.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, 2, Bombay in the industrial dispute between the employers in relation to the management of Bombay Port Trust, Bombay and their workmen, which was received by the Central Government on the 18th September, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/3 of 1981

PARTIES :

Employers in relation to the Management of Bombay
Port Trust, Bombay.

AND

Their Workmen represented by the B.P.T. General
Workers' Union, Bombay

APPEARANCES :

For the Employers—1. Shri M. N. Bhatkal, 2. Shri P.
N. Shastri, AdvocatesFor the workmen—Shri P. V. Datar, Secretary, B.P.T.
General Workers' Union.

INDUSTRY : Ports and Docks STATE : Maharashtra

Bombay, dated the 16th August, 1982

AWARD

Although it is one reference, the same consists of four different causes in respect of four different employees and as such though they are clubbed together and therefore the pleadings are also common, for convenience sake each case is taken up separately and in the light of the material on record decided accordingly.

2. Part 1 of Schedule in the reference arising out of the Central Government Order No. L-31013/1/81-D.IV(A) dated 24-4-1981 under Section 10(2) of the Industrial Disputes Act, which it must be stated is a common order in respect of all the matters, relates to Shri B. C. Sonde, Clerk 'A' Scale serving with the Bombay Port Trust. The contention of the Union on his behalf is that for the purpose of posting the clerks for Stores where overtime work is available, a panel according to the seniority of the clerks 'A' scale has been maintained by the Bombay Port Trust and as and when a vacancy arises the senior-most man on the said panel is posted for the period of three years. This panel, it is alleged, is drawn from those clerks who expressed their willingness to work overtime and that once a panel is drawn up it has to be exhibited at prominent places to make it known to the persons concerned. It is alleged that although such would have been ideal practice, despite repeated requests from the Union, the publication of the panel at different places is not being done by the Bombay Port Trust and the Union apprehends that it may result in injustice to the employees concerned. Turning to the case of Shri Sonde whose case is linked with the case of Shri Salvi, one of those persons who had opted for 8.00 O'clock timing, when vacancy arose in Railway Engineering Department for each overtime work he, Shri Salvi, was transferred to the said Section. It is alleged that at the time the vacancy arose at Merc Weather Dry Dock Stores (hereinafter referred for brevity sake as 'MWDD Stores') Shri Salvi had already put in one year's service in the Railway Engineering Department and that from the time of his posting there, it is alleged, his name was automatically deleted from the panel and Shri B. C. Sonde was No. 1 there. The Union contends that when the vacancy arose in MWDD Stores, Shri Sonde being No. 1 in the panel should have been posted there but because it was not done hence the present dispute. The contention of the Union is and there is no dispute that any clerk working as senior clerk the post above that of A scale clerk is not entitled to be taken for being posted for overtime work. The Union contends that at the time when the vacancy in MWDD Stores arose in the month of July, 1979 because of the system of panel Shri Salvi could not have been considered for being posted there since he could not be said to be in the panel. It is alleged that on 2-2-1979 when one Shri S D.

1. Inamder coveted the posting in MWDD Stores his request or application was turned down by the Chief Engineer but then, it is alleged, the case of Shri Salvi almost on the same ground was, however, considered and his request was granted. According to the Union this act on the part of the Bombay Port Trust was not according to the usage, practice and regulations. It is alleged that once any employee is working elsewhere his name cannot appear in the panel for being eligible for overtime work and as such cannot be considered for posting. The Union therefore contends that since Shri Sonde was next man in the serial order, it was his turn which the Bombay Port Trust wrongly did not consider and hence the reference.

3. In all these four cases before the reference came to be made the matter was agitated before the Conciliation Officer but as the parties could not come into terms the present reference under Section 10(2) of the Act came to be made. Since the time lapse between the cause of action and conciliation proceedings or the agitation on behalf the Union and the resultant reference may be material, it must be mentioned here that the conciliation meeting for the charter of demand dated 16-6-1980 had occurred in the month of July, 1980.

4. The fact that the panel is formed as contended for posting in the overtime working as the clerks 'A' scale is eligible for overtime posting is not disputed. Similarly the fact that these postings take place for three years. The Bombay Port Trust however contends that once such a panel is drawn the same is made available to the eligible clerks for noting their position in the panel and accordingly it is alleged that panel prepared in the year 1979 was circulated amongst those concerned employees. The fact that the senior clerks above the post of Clerk 'A' scale are not entitled to be considered for overtime work stands admitted and that 8.00 O'clock timing is recognised in respect of these listed in the panel according to seniority. Regarding the posting of Shri Salvi the contention of the employers is that the vacancy in the MWDD Stores occurred when Shri Gutti who was then officiating as Senior Clerk could not be posted there and instead one Shri Joglekar 'B' scale clerk already working in the MWDD Stores was asked to hold the said post. It is alleged that when it was noticed that by posting Shri Joglekar who could never be posted for overtime work a mistake had occurred and in fact it was Shri Salvi's legitimate turn to be posted there, to rectify the said mistake he was transferred from the Engineering Department to MWDD Stores and as such Shri Sonde would not have held the paid post. It is denied that it was a fresh posting as already pointed out the case of the Bombay Port Trust is that the posting was as a result of rectifying the mistake already committed.

5. The issues in this connection are at S. Nos. 1 to 5 and my findings thereof are as follows:—

| a | Issues | Findings |
|---|--|------------------------------|
| | 1. Does the Union prove that before any employee is appointed for overtime duty, his name must appear in the panel formed for such purpose ? | Yes |
| | 2. Whether the appointment would be according to the seniority from the list of empanelled employees ? | Yes |
| | 3. Does the Union further prove that no senior clerk holding the post above that of 'A' scale clerk, whether against permanent or leave, vacancy, is entitled to be taken on the panel for being posted for overtime work? | Yes |
| | 4. Does Union also prove that when the seniormost employee from the panel is posted for overtime work, his name should be deleted from the names of the panelled workmen and should never re-appear till the entire list under the panel is exhausted? | Yes, if no mistake committed |

5. Does Union establish either usage or practice accordingly? Practice admitted

6. It need not be repeated that so far as issues No. 1 and 2 are concerned there is no controversy at all and both the parties admit that there was a system of preparing a panel of Clerks 'A' scale for being posted in overtime working and that the posting was done according to the seniority. The Union however complains that although a representation on similar ground made by Shri Inamdar was rejected and although the representation of Shri Salvi also should have met with the same fate, almost within a short-time of the rejection of the first mentioned representation, the second was granted and in this way it was alleged that there was discrimination, partiality as a result of which legitimate claim of Shri Sonde was lost. At Exhibit 7/M there is a reply dated 2-2-1979 in reply to the petition dated 18-1-1979 whereby Inamdar was informed that his request for transfer from the Chief Mechanical Engineer's office to MWDD Stores could not be considered as Shri Gutti, the incumbent of the post was not officiating as Senior Clerk against the continuous/temporary vacancy. Ex. 8/M is a similar reply. From Ex. 9/W we come to know that from 1-2-1979 Shri Inamdar was posted for 8.00 O'clock timing in place of Shri Sakpal, while the original application is at Ex. 10/M. Then follows a Ex. 11/M which is a letter written by Shri Salvi dated 12-6-1979 whereby he sought his transfer to MWDD Stores. He contended that the posting order of Shri Gutti in the said store was with effect from 1-8-1978 on which date itself he was transferred to the Railway Engineering Department to work in the Stores. He then pointed out that according to the prevalent practice Shri Gutti could never be posted in MWDD Stores and as such since Shri M. K. Miwargi who was next in turn offered to go there, the choice must fall on him.

7. The Union also contends that the posting of Shri Gutti in MWDD Stores was not a regular one and therefore such posting could not have taken place. Consequently what is to be considered is whether in fact any mistake had occurred at the initial stage that is on 1-8-1978 when Shri Gutti was posted in MWDD Stores and Shri Salvi was sent to the Engineering Department, and if in fact there was a mistake, had the Bombay Port Trust no authority to rectify the same. The case of Shri Inamdar and Shri Salvi can be distinguished because in the case of Shri Salvi had the authorities not posted Shri Gutti in MWDD Stores, its records itself indicate and it is borne out from the application Ex. 11/M contents of which are not much in dispute, it was Shri Salvi who was to step in there. Merely because the request of Shri Inamdar for transfer to MWDD Stores was rejected, automatically would not give rise to the inference that no such order could have been passed in the case of Shri Salvi. In the light of what has been contended by the Bombay Port Trust if a mistake had occurred at the initial posting, any subsequent order would not amount to transfer as such but a rectification of the mistake which every employer has got a right to do. Nobody can insist that even if some wrong was done the same should be allowed to continue. If on 1-8-1978 because of the system prevailing Shri Gutti could not be posted at MWDD or Shri Joglekar a clerk in B Scale could not be allowed to hold the said post, the choice must fall on the next men in the serial order that is Shri Salvi and therefore even if the contention of the Union that transfer from one department to another could not have been made is accepted, because of the facts already discussed, it does not amount to a transfer but rectification of the mistake already made. All along it was contended that though there is 8 O'clock timing in various departments, the employees in MWDD Stores earn more overtime than their colleagues in other department. If this is the thing it is all the more necessary to rectify the mistake because if Shri Salvi has found to have been deprived of the higher earning by the error committed by the authorities, when such an error detected it was incumbent on these authorities to set the matter right and as such when Shri Y. S. Rane in his deposition before this Tribunal asserted that it was setting right the mistake earlier committed, the facts lent full support to his version.

8. When Shri Rane was questioned as to where Shri Sonde stood vis-a-vis Shri Salvi particularly on 18-7-1979 when Shri Salvi was alleged to have been transferred from the Railway Engineering Department to the MWDD Stores, the reply given by the witness was that he will check up and clarify the position. Since the whole record lies with the Bombay Port

Trust the witness was asked to produce a copy of the order of the relevant date and I am given to understand that on the said date Shri Sonde was already working in some other department. If the cause arose on 18-7-1979 and if the transfer from one department to another is not to be permitted, even assuming that Shri Salvi's posting could not have been done, it would not have been Shri Sonde but somebody else. I am told Shri R. D. Dhuri, as can be seen from the record Ex. 28/M produced on record to-day, who could have opted for his posting. The plea therefore, that Shri Sonde was must be in the list immediately after Shri Salvi, that he should have gone to MWDD Stores in place of Shri Gutti who was the clerk officiating as Senior Clerk, must fall and as such the reference in the case of Shri Sonde and Salvi fails.

9. Regarding the second part of the reference the dispute is regarding inter-se seniority between two employees of Dredging Section namely Yusuf Ahmed and Shri Oosman Khan Baba Khan both stated to be M. E. Driver, Grade II. The controversy has arisen because Shri Yusuf Ahmed claim seniority over that of Shri Oosman Khan Baba Khan in accordance with the principles of seniority laid down by Shri Das Gupta Award in Reference No. CGIT-6/57.

10. The contention of the Union in this regard as spelt out in the claim statement is that Shri Yusuf Ahmed was appointed on 10-5-1963 while Shri Oosman Khan Baba Khan was appointed on 8-7-1963. It is whether alleged that Shri Oosman Khan Baba Khan had resigned on 2-1-1974 and had at a later stage he was re-appointed. It is alleged that Shri Oosman Khan Baba Khan having resigned from the service he should not have claimed any seniority over Shri Yusuf Ahmed and that when there was clear vacancy the post should have gone to Yusuf Ahmed. While stating the different dates from the beginning it is the case of the Union that Shri Yusuf Khan was appointed as a Cleaner on 10-5-1963 whereas Shri Oosman Khan Baba Khan was appointed as a Cleaner on 8-7-1963 and that though Shri Yusuf Ahmed was continuously working as a Cleaner from 8-7-1963 it is alleged, according to the principles laid down in Das Gupta Award since Shri Yusuf Ahmed was serving in the Diesel from prior to Shri Oosman Khan Baba Khan he was senior in service and therefore entitled to the various benefits arising out of the seniority.

11. All these dates on which the claim of the Union regarding the seniority is based have been refuted by the employers in paragraph 5 of their written statement. It is alleged that Yusuf Khan was appointed on 11-4-1961 as Stoker Grade II while Shri Oosman Khan Baba Khan was appointed on 22-10-1959 as Coal Trimmer. In the case of promotion to the post of Stoker Grade I the respective dates stated are 23-4-1962 and 15-9-1961, similarly the date about the posting as Motor Cleaner and Motor Greaser which are stated to be promotions according to the employers the dates were 15-10-1963 and 8-7-1963 respectively and 6-3-1967 and 5-1-1966 respectively. Regarding the last posting namely M. E. Driver Grade II Shri Oosman Khan Baba Khan held the post from 12-2-1979 while Shri Yusuf Ahmed alleged to be serving in a leave vacancy from almost one year and few months earlier that is 10-12-1969. It is alleged that on 12-2-1971 when the question of promotion arose to the post of Motor Engine Driver Grade II Shri Oosman Khan Baba Khan on the basis of longer service and qualification held by him was entitled to promotion and therefore the choice fell on him. It is alleged that the requisite qualifications were required by Shri Oosman Khan Baba Khan on 5-2-1971.

12. It so happened that not only there are certain records produced on behalf of the Bombay Port Trust which must be the custodian of the said records, even the oral evidence is that of the witness cited by the employers, on behalf of the employee barring two wage slips dated 3-7-1963 and 2-8-1963 produced along with the list dated 27-7-1982, there is no material either documentary or oral as a result of which the dates stated except in the case of posting as Cleaner will have to be accepted. In the case of posting as Cleaner though according to the Bombay Port Trust Shri Yusuf Ahmed was posted a Cleaner from 15-10-1963 from the Wage slip the same appears to be not true because even some four months earlier that is prior to Shri Oosman Khan Baba Khan, Shri Yusuf Ahmed has stated working in the Diesel Section. The question however is whether thereby he gets seniority and if yes, whether Shri Yusuf Ahmed is entitled to any relief at the hands of this Tribunal.

13. Issues for consideration and my findings on the same are as follows :—

| Issues | Findings |
|--------|----------|
|--------|----------|

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|---|----|
| 6. Whether the Union establishes that Yusuf Ahmed M. R. Driver Grade II having passed the qualifying test earlier than Oosman Khan Baba Khan, irrespective of the seniority, the claim of Yusuf Ahmed should have been recognised ? | No |
|---|----|

| | |
|--|----|
| 7. Whether the Union further establishes that Yusuf Ahmed had a right to be posted on his acquiring the qualifications as soon as there was a Clear Vacancy and that the Port Trust authorities acted mala fide in not making his appointment? | No |
|--|----|

| | |
|---|----|
| 8. Whether non-promotion of Shri Yusuf Ahmed and Shri Inkar violated Das Gupta Award or Trustee's rules in any manner ? | No |
|---|----|

14. Shri Rane in his evidence particularly in cross-examination tried to distinguish the case of Shri Yusuf Ahmed and stated that his posting in the Diesel Section was in a leave vacancy. However this answer does not seem to be correct because from the reply in the cross-examination itself it seems Diesel Dredging came into existence subsequently while formerly there was only Steam Section, on formation of which, offers were made to those who were serving in the Steam Section that if they want to join they can join the Diesel Section where the Cleaners category was the lower one. When a new section was created and when offers were made for the first time to opt for going there, there was no question of any leave vacancy as such atleast the record does not speak accordingly. The reply therefore that because Shri Yusuf Ahmed was in leave vacancy though he was junior and though he went there earlier he could not have seniority over Shri Oosman Khan Baba Khan does not seem to be correct. Then again there was another attempt to distinguish the case namely that if the senior man in Steam Section was offered a post in Diesel Section but he declined, the offer would be made to the next man in the serial order and if he would opt for transfer and joins Diesel Section he would become senior in that Section to the earlier senior man if he would opt any time subsequently. Shri Rane further says that if there is no offer to the senior hand there would be no question of disturbing the seniority in the steam Section, which would continue even in the new Section, thereby suggested that no offer was made to Shri Oosman Khan Baba Khan but was made to Shri Yusuf Ahmed and therefore though Shri Yusuf Ahmed stepped in the Diesel Section earlier the original seniority continued. This explanation in my view does not fit in with earlier reply that on formation of new section of Diesel Section, offers were made to those employees serving in Steam Section and there was no reason why Oosman Khan Baba Khan was made an exception particularly when he as well as Yusuf Ahmed both of them are permanent employees as admitted by the witness himself.

15. This finding might have helped the cause of the Union but there are certain other difficulties. From the grades stated in the Award in reference No. 5 of 1957 we find in the Diesel Section the cleaner is on last rung and then comes Greaser and Engine Driver Gr. II and Engine Driver Grade I. Having regard to the various scales at every stage that is from Cleaner to Engine Driver Grade I there seems to be a sort of promotion and the Bombay Port Trust has mentioned the fact of promotion on page 7 of the written statement and the same is borne out sufficiently. Now even if Shri Yusuf Ahmed is held to be senior man in the Diesel Section what we find from the written statement is that the immediate next promotion Motor Greaser went to Shri Oosman Khan Baba Khan on 5-1-1966 while Shri Yusuf Ahmed had to wait to his turn till 6-5-1967 that almost one year and two months. The grade or category of Motor Greaser is below the grade of M. F. Driver Second Grade in other words the promotion to M. E. Driver Grade II takes place from the category of Greaser. If at all any injustice was done that occurred in the year 1966 when

Shri Oosman Khan Baba Khan was posted and promoted as a Motor Greaser on 5-1-1966 while Shri Yusuf Ahmed on 6-3-1967. In the case of Motor Cleaners certainly the Union by producing the wage slip exhibits 26/W and 27/W has falsified the date shown as 15-10-1963 but merely because in one instance the date is proved to be wrong no generalisation is possible that all the dates also may be erroneous and some cogent proof was necessary in this regard also, which is lacking. If Shri Oosman Khan Baba Khan was promoted earlier as Motor Greaser he would get seniority atleast in that category over Shri Yusuf Ahmed.

16. The guide-line in case of promotions are laid down in para 31 of the Award in Reference No 5 of 1957. As various dates indicate excluding the date regarding the posting of Motor Cleaner which is doubtful, Shri Oosman Khan Baba Khan had entered the service earlier in the year 1959 while Shri Yusuf Ahmed came in the scene on 11-4-1961. Paragraph 31 laid down that for ascertaining comparative seniority for the Deck crew and engine room crews of the flotillas and Steam vessels and Motor and Diesel vessels, the guiding principles are as follows :—

(a) Basic pay shall ordinarily determine the comparative seniority of the candidates.

(b) Where basic pays are equal, the date of confirmation in the grade shall be the guiding factor.

(c) (i) For jobs requiring the lower certificate, the date of obtaining the certificate shall determine the priority in cases where the basic pay, length of permanent service in the grade just below the promotion grade are the same end.

then sub-clause (8) of Para 31 which says that subject to the provisions in rule (6) workmen once promoted shall not be made to revert to his original post on the ground that the man senior in service has acquired the requisite qualification for the promotion subsequent to date when the vacancy occurred. This rule does not apply when the promotion is in respect of a temporary vacancy. Rule 9 contemplates that a man promoted temporarily to a higher job is, on reversion to his original job relegated to his original position in the seniority list.

17. In the instant case what is contended by the Union is that Shri Yusuf Ahmed acquired Motor Engine Driver certificate Grade II earlier than Shri Oosman Khan Baba Khan who got it on 6-2-1971. The question is whether the acquisition of the requisite qualification in the case of Shri Yusuf Ahmed comes to the help to claim seniority over that of Shri Oosman Khan Baba Khan. We have already seen the various guidelines laid down in Das Gupta Award to which no second reference is necessary the date of obtaining the requisite certificate shall be considered only when the basic pay, length of permanent service in the grade just below the promotion grade are the same. It is therefore necessary that before we apply the last mentioned test for granting seniority, the basic pay of Shri Yusuf Ahmed and Shri Oosman Khan Baba Khan was the same and that the length of permanent service in the grade of Motor Greaser which as already indicated was next below was also the same. If the grades in the written statement had any indication and if the questions put in cross-examination throw any light, Shri Oosman Khan Baba Khan was already drawing something more as a Cleaner in Diesel Section and therefore even assuming that he declined the initial offer, the change in Diesel Steam Section could not have affected the salary of Shri Oosman Khan Baba Khan because he was drawing something more even before his transfer there. There is nothing on record to show that the emoluments or basic pay of these persons was the same. Similarly if Shri Yusuf Ahmed was promoted as Motor Greaser on 6-3-1967 Shri Oosman Khan Baba Khan was promoted as Motor Greaser on 5-1-1966, the second criterion namely equality of service or grade just below promotion grade also disappears and what remains is the acquisition of the qualification earlier which in the absence of proof of earlier condition is not going to render any help. What will have to be seen is on 12-2-1971 when the vacancy arose Shri Oosman Khan Baba Khan was duly qualified or not, and since as per the record, he acquired the qualification on 6-2-1971, on 12-2-1971, he was entitled by virtue of the seniority to be posted as M. E. Driver Grade II. The posting of Shri Yusuf Ahmed in leave vacancy was of no avail nor

his greater experience. It so happened that Shri Oosman Khan Baba Khan happened to be the last man to step in negating the chances of Shri Yusuf Ahmed but since he had no claim to the post there cannot be any grievance. Shri Rane has rightly pointed out that it is not that a person obtaining the requisite qualification certificate earlier becomes senior by virtue of his earlier acquisition of the certificate which according to him depends upon various factors as quoted in the Das Gupta Award.

18. Shri Oosman Khan Baba Khan resigned from the service in the year 1974 and though the record is not clear he seems to have been reappointed later on. However what transpired at that time is not clear from the record but one more award has stepped in that is Award in Reference No. CGIT-5 of 1972 when there was a merger of 'B' and 'C' categories and it is and just possible that the number of Shri Yusuf Ahmed was further moved down because other persons from these categories stepped in. This however, is a surmise at the same time what happened in 1975 is not relevant for the purpose of whether on 13-8-1971 the post should have been offered to Shri Yusuf Ahmed instead of Shri Oosman Khan Baba Khan. Once it is held that it was the latter who was entitled to the same all other facts vanishes.

19. An attempt was tried to be made that the Bombay Port Trust authorities wrongfully waited till 12-2-1971 to enable Shri Oosman Khan Baba Khan to acquire the requisite qualification and the line clear was given only after he obtained certificate on 6-2-1971. There is allegation to this effect but without any supporting material. Merely because there was a co-incidence of his obtaining the certificate and Shri Oosman Khan Baba Khan could become a M.E. Driver Grade II, it would not be proper to attribute any malafides to the Bombay Port Trust authorities. There is absolutely nothing on record to prove the partiality which was essential. The authorities are proved to have conformed to the principles of seniority as laid down in Das Gupta Award. The result is that the reference on this pointed also must fail.

20. In the case of Shri L. J. Inkar, the contention of the Union is that he should have promoted in the vacancy of chageman in the Railway Engineering Section which occurred on 1-11-1980. The case of the Union in support is that Shri Inkar who belongs to Schedule Caste was wrongfully denied promotion by one Shri Mopkar, Junior Engineer. He was appointed as Mazdoor on 16-12-1959 and then promoted as a Draft Painter and lastly to the post of skilled pointer. While serving accordingly he appeared for test for the post of Mistry, but the grievance is that he was not considered as having passed the test but was allowed to be superseded by others and attempt is made to attribute malice to the Junior Engineer. It is alleged that when Shri Inkar was skilled painter and was also serving for some years as Mistry there was absolutely no reason for the Bombay Port Trust authorities to demote Shri Inkar and by the said demotion the authorities alleged to have violated the Trustees rules.

21. In reply to these contention the case of the Bombay Port Trust is that Shri Inkar entered in the service as a Mazdoor but not on 16-12-1959 on 27-11-1961 and ultimately he was promoted to the post of skilled painter on 14-8-1975. It is alleged that the post of Mistry (Survey) is filled in from among the candidates listed on the panel after selection by the Departmental Promotion Committee and for the preparation of the panel applications are invited from the eligible employees working in the Railway Engineering Section who are directed to appear for the test. In para 12 of the written statement Ex. 3/M the case of the employers is that every time Shri Inkar appeared for the test he failed in the said attempt and ultimately he got through on 17-4-80. Regarding his earlier service as Mistry it is alleged that in all on five occasions Shri Inkar was promoted in the leave vacancy for an aggregate period of about a couple of months with specific intimations that these appointments were purely on ad-hoc basis and that he will have no claim over the post of Mistry. The employers therefore deny that any rightful claim of Shri Inkar was not recognised.

22. Shri Rane Administrative Officer of the Bombay Port Trust has reiterated all these contentions in his affidavit MW-1, which contentions as can be seen from the cross-examination were allowed to go unchallenged. If the posting of the Mistry is dependant upon passing certain test and if despite attempts Shri Inkar could not get through those tests or qualify him-

self, no wrong is said to have been done to him merely because persons, might be even juniors, who passed the test were promoted and posted. Certainly being belonging to the Schedule Caste which is an admitted fact Shri Inkar was entitled to certain concessions and had the promotions been on the basis of seniority alone he could have rightly claimed the same. When the rules require that before anybody is promoted to the post of Mistry, he must pass the test in other words the promotion depended on seniority-cum-merit, the absence of second factor is nullifying the version. When in the year 1980 when he passed the test he was given promotion and thereof the contention that Shri Inkar was deliberately kept on the lower rung cannot have any force.

23. We then turn to the last case namely the case of Shri C. L. Rane and here are certain facts the details would be gone into but ultimately the question is whether striking of the name of the Muster-roll as done by the Bombay Port Trust amounted to retrenchment or the said result was invited by Shri Rane himself who according to the Bombay Ports Trust had deserted his post and this brought about the severance. At Ex. 20/M there is a letter dated 28-4-1977 sent by, registered A.D. whereby Shri Rane was informed that he was absent unauthorisedly with effect from 6-4-1977 and no intimation as regards the cause of his absence was received in the office. He was therefore asked to resume duties within three days failing which he will have to face disciplinary action.

24. The next letter is dated 19-5-1977 when again Shri Rane who then serving as a Peon was informed that he did not either resume the duty or applied for any leave and he was continued that if he would not resume his duties it would be presumed that he is not interested in Bombay Port Trust service and his name would be struck off from the muster roll with effect from 6-4-1977. Another letter dated 14-9-1977 was despatched telling him that he is absent from 6-4-1977 and he has neither replied the Memos, dated 28-4-1977 and 19-5-1977 nor resumed the duties and therefore on the ground that he was a deserter, his name was struck off the muster-roll.

25. Issues for determination and the findings thereof are as follows :—

| ISSUES | FINDINGS |
|---|-----------------------------------|
| 9. Whether the absence of Shri C. L. Rane amounted to abandonment of service? | Yes |
| 10. Was the relationship of employer-employee thereby severed? | Yes, at the instance of employee. |
| 11. If not, whether C. L. Rane is entitled to any relief? | No |
| 12. Was there any letter of resignation? If yes, does the Union prove that the said letter of resignation is a forged document? | No, does not arise. |
| 13. To what relief the respective workman is entitled? | Nil |

26. Exhibit 22/M is dated 11-10-1977 when Shri Rane appeared and pleaded that from 6-4-1977 to 11-10-1977 he could neither attend the duties nor could convey any intimation and that he should be pardoned and he should be allowed to resume duty and if it is not possible should be re-employed. That there was severance of the relationship of employer-employee stands admitted but the question is whether it has been so brought out as if amounts to retrenchment as contended by the Union who for the said purpose are relying on the decision of the Supreme Court in L. Robert D'Suza Vs. The Executive Engineering, Southern Railway reported in 1982 LAB.I.C. page 811 which case follows the decision in Delhi Cloth & General Mills Ltd (AIR 1978 SC page 8). In this case the ratio is that if the termination of the services of workmen is brought out for any reason whatsoever it would be retrenchment except if the case falls within any of the excepted categories that is termination by way of punishment inflicted pursuant to disciplinary action, voluntary retirement of the workman, retirement of the workman on reaching the age of superannuation or termination of the service on the ground of continued ill-health. Since the employers rely on

the second exception viz. voluntary retirement of the workman and since other exceptions are not attracted, we shall have to consider the same to find out whether the conduct of the workman is such as to infer voluntary retirement. So far as the case before their Lordships is concerned it was also a termination on the ground of absence and the same was the case in the earlier decision in Delhi Cloth and General Mills Ltd.,. However in both these cases there was some cause for the workman to remain absent. In L. Robert D'Souza case the workman was observing fast for espousing the cause of temporary workmen including himself while in the case of Delhi Cloth and General Mills Ltd., the workman had informed that he should be given further opportunity to show his efficiency in the job lest he would tender his resignation whereupon the management did not reply with the result that the workman did not report for work at the newly offered post. If the facts of the above cases have any indication it is crystal clear that the employees in both the cases never wanted to leave the service on the contrary they very much wanted it and in the first mentioned case because some grievance was subsisting there was an attempt to get it redressed by observing fast while in the second case the workman was all along waiting for the communication from the management in reply to his representation. Nothing like this had occurred here. When all along the Bombay Port Trust was asking Shri Rane to resume the service, he remained taciturn. I cannot understand as to why he could not explain these difficulties and assuming that it is just possible that he could not have contacted the employer, but at least when in the month of October, 1977 he approached the Bombay Port Trust with a letter or if not at that stage at least before me, had there been any justifying cause for his absence, he could have pleaded and proved the same but no such attempt was made and why not remained unexplained. Therefore when in the two cases referred to the action was taken by the management because it was resisted by the employees, in the instant case it was brought about by the employee himself who even at this stage could not explain his absence. There must be various reasons for the absence including his being engaged in another service. Section 2(oo) (a) speaks of voluntary retirement of the workman and this retirement does not amount to termination of service or retrenchment and where there is specific clause to that effect and if ordinary dictionary meaning to the same term is given the conduct of the employee supports the same.

In my view therefore although the absence was the root cause of termination or severance the facts are such that it is the employee who is responsible for the same and if no severance is there on account of any act on the part of the employer which is the condition precedent to attract Section 2(oo), such an employee will not be allowed to plea non-observance of Section 25F of the Act or some other section and to aspire a fresh lease under the Bombay Port Trust. The result is that the last case also fails.

No order as to costs.

M. A. DESHPANDE, Presiding Officer.

[No. L-31013(1)/81-D.IV(A)]

T. B. SITARAMAN, Desk Officer.

New Delhi, the 23rd September, 1982

S.O. 3533.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2 Bombay, in the industrial dispute between the employers in relation to the management of Food Corporation of India Adipur (Kutch) and their workmen, which was received by the Central Government on the 18-9-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/41 of 1980

PARTIES:

Employers in relation to the management of Food Corporation of India, Adipur (Kutch),

758 G of 1/82—3

AND

Their Workmen

APPEARANCES:

For the employers.—Shri B. M. Masurkar, Advocate.

For the workman.—Shri S. M. Dharap, Advocate.

INDUSTRY: Food Corporation

STATE: Gujarat

Bombay, the 17th August, 1982

AWARD

By their Order No. L-42012(34)/77-D. II(B) dated 14-8-1980 the Central Government has referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947:—

"Whether the management of the Food Corporation of India, Adipur (Kutch) was justified in terminating the services of Shri D. V. Vaghela Regional Engineer (Electrical), with effect from 4-1-1977 without complying with the provisions of Section 25F of the Industrial Disputes Act, 1947? If not, to what relief the workman is entitled to?"

2. The dispute as is evident from the reference itself relates to the termination of services of Shri V. S. Vaghela a employee serving with the Food Corporation of India as a Junior Engineer. The contention of the employee is that he joined the services of the Respondent Corporation on 10-12-1974 as a Junior Engineer (Electrical) Maintenance and Repair on the salary of Rs. 750 per month. According to him he was required to look after the maintenance and repair in the Division in which he was posted which work was required to be carried out, it is alleged, personally by the employee and that the nature of his work was predominantly technical and mechanical. He then says that because the Deputy Manager (Engineering) had personal grudge against him, by order dated 27-12-1976 the services of about 12 persons, including Shri Vaghela were terminated on the ground that they were no longer required due to the reduction in the work as a result of declining import of Food Grains. The contention of the employee is that this termination amounted to retrenchment and since it was in violation of provisions of Section 25F of the Industrial Disputes Act the same was invalid, bad in law and illegal. It seems that initially these persons rushed to the Civil Court by instituting a Civil Suit No. 176 of 1976 wherein they succeeded in obtaining interim injunction but the said injunction seems to have been vacated shortly thereafter with the result that on 3-1-1977 they received another letter terminating the service with effect from 3-1-1977. It is alleged that since the provisions of the Industrial Disputes Act especially Section 25F have not been complied with the employee is entitled to relief of reinstatement etc.

3. By the written statement of the Food Corporation of India the status of the employee as a workman has been challenged, the contention of the Food Corporation of India being that Shri Vaghela was performing the duties, which were mainly supervisory and since admittedly he was drawing emoluments of more than Rs. 500 per mensem the reference under Section 10(1)(d) of the Industrial Disputes Act is not maintainable. It is further alleged that services of Shri Vaghela were purely temporary initially for the period of six months but continued for reasons of exigencies of work and ultimately on 3-1-1977 the same stood terminated. It is further alleged that under the Food Corporation of India Staff Regulation when the matter reached the labour authorities payment of Rs. 1356.40 was made without prejudice to the contentions of the Corporation. Lastly it is alleged that since Shri Vaghela is gainfully engaged with the Rajkot Municipal Corporation since 8-7-1977 he no longer has any interest in the employment with the Food Corporation of India and therefore no relief is permissible.

4. By another written statement filed on behalf of the same Corporation almost similar contentions had been reiterated and emphasised viz. that the nature of duties performed by Shri Vaghela was supervisory and managerial.

5. In the light of these pleadings the following issues arose for consideration :—

4. In the light of these pleadings the following issues arose for consideration:—

ISSUES

FINDINGS

- | | |
|--|-------------------------------|
| 1. Whether the employee is a workman as defined under Section 2(s) of the Industrial Disputes Act? | Yes |
| 2. Or was he performing supervisory and managerial function as contended by the employers? | No |
| 3. Whether the services of Shri D.V. Vaghela were purely temporary and could not be therefore terminated as done by the Food Corporation of India? | Though temporary manner done. |
| 4. If not whether the said termination amounts to retrenchment as defined under Section 2 (60) of the Act? | Yes |
| 5. If yes whether the procedure as laid down under Section 25F of the Act has been followed? | No |
| 6. If not whether the termination is valid and legal? | No |
| 7. To what relief the employee is entitled? | As per award. |
| 8. What award? | |

6. So far as the service is concerned namely that Shri Vaghela joined the service of the Food Corporation of India on 10th December, 1974 and was asked to go home on 3-1-1977, it is not much in dispute. On 27-12-1976 the first order of termination was issued but because of the stay granted by the Civil Court, the same could not be implemented and therefore a second letter dated 3-1-1977 a copy of which is to be seen at Ex. B while the copy of the first order is at Ex. 'A' to the Statement of Claim. It is therefore evident that from December, 1974 to January, 1977 that is almost a period of two years and some days Shri Vaghela was continuously in the employment of the Food Corporation of India and although an attempt was made that the initial appointment was for six months but allowed to continue even thereafter, one fact is certain that the employee served under the Food Corporation of India for two years which was a continuous service. Whether he was temporary or permanent is not going to make any change or in any manner affect materially, the findings particularly if the employee is found to be a workman as defined under Section 2(s) of the Act.

7. It is already seen that on one hand the employee is attempting to derive advantages under the Industrial Disputes Act for which the present reference is made particularly on the alleged ground non-fulfilment of the provisions of Section 25F of the Act, the Food Corporation on the other hand wants to remove him from the said category on the ground that the duties performed by the employee were supervisory and managerial function not attracting the provisions of Section 2(s) of the Act. Naturally before emphasising upon other issues involved it shall have to be seen whether Shri Vaghela Junior Engineer was in fact a workman or not.

8. To prove the nature of duties expected of a Junior Engineer besides oral evidence of Shri S. J. Patel under whom the employee was at the relevant time working the management has brought on record Job Description a publication of the Food Corporation of India narrating the

duties of employees holding several posts. On page 22 of the said book-let there is a reference to Junior Engineer in the pay scale of Rs. 225 550. The characteristics of the Class is described under the general close supervision of higher officers, supervises construction and maintenance work and prepares preliminary drawings and estimates and other related work. No doubt the words "under supervision of higher officers, supervises construction and maintenance work" are to be noticed in the opening part 'class title' but just below the various duties of the Junior Engineer (Electrical) are narrated and they are as follows :—

Typical Tasks :

1. Prepares rough drawings work/site drawings, cost estimates of work required to be executed.
2. Checks 100 per cent work under his charge to ensure that all works are done according to specification, drawings, standards laid down and approved samples. Records particulars of defective/substandard work in the site order-book and also brings to the notice of his superior officers.
3. Arranges and issues material to the contractors and maintains proper accounts of receipts, issues and balances. Prepares recovery statement for material and other services rendered by the FCI for contractors' accounts and sends details to Assistant Manager/Senior Assistant Manager for effecting recoveries.
4. Records measurements of work done by the contractors and prepares work calculation sheets, lead charges, etc., for calculating quantities of work done.
5. Checks bills, adjustments, transfer claims and puts up to higher officers.
6. Prepares and submits returns required from time to time.
7. May be required to perform shop-floor work.
8. Ensures safety measures against accidents.
9. Performs other related work as may be assigned to him."

9. In this connection the learned Advocate for the employee drew my attention to the decision of the Supreme Court in *Burmah Shell Oil Storage & Distribution Company of India Ltd Vs. The Burmah Shell Management Staff Association and others*, 1970 (11), LLJ, page 590. In the said case it was laid down that in cases where an employee is employed to do purely skilled or unskilled manual work or supervisory work, or technical work, or clerical work, there would be no difficulty in holding him to be a workman under the appropriate classification. Their Lordships further observed however, an employee is required to do more than one kind of work, he may be doing manual work as well as supervisory work, or he may be doing clerical work as well as supervisory work or he may be doing technical work as well as, clerical work, he may be doing technical work as well as supervisory work. In such cases, it would be necessary to determine under which classification he will fall for the purpose of finding out whether he does not go out of the definition of "workman" under the exceptions. The principle now is well settled, so it was laid down, for this purpose the workman must be held to be employed to do that work which is the main work he is required to do, even though he may be incidentally doing other types of work. In such cases it must be ascertained as to what is the main or substantial work which he is employed to do. If it is supervisory work it must be held that he is employed to do supervisory work though he may also be doing some technical, clerical or manual work and it is in the case of supervisory work under clause (iv) of Section 2(s) of the Act if the total wages exceeded Rs. 500 such an employee cannot be termed as a workman. To find out therefore what is to be seen is whether the tasks as narrated in the duty list at page 22 of the book-let speak in any manner that the duty of Shri Vaghela was predominantly supervisory or whether they were technical, manual or clerical. In this connection a

comparison of these duties with the duties of Assistant Manager (Maintenance and Operation) (Electrical) as stated on page 23 of the book-let would be fruitful, for, there also the qualification required is diploma in Electrical Engineering. While stating the characteristics of the Class of the Assistant Manager whose grade of pay is Rs. 350-700 that is considerably higher than the Junior Engineer, it has been stated that he shall be overall in-charge of entire discharge operations at the foodgrains berths, supervise and control operational and maintenance staff on duty in workshop and during the shifts that is Shift Supervisor, Assistant Supervisor, Head Mechanics, Driver Mechanics, Mechanics, Wireman etc. All along attempt is made on behalf of the Food Corporation of India that Wireman and Khalasis are placed under the Junior Engineer and that the Junior Engineer is expected to get the work done and also supervise the same. It is however pertinent to note that when in the case of Assistant Manager a specific reference is to be had to the work of supervising and controlling the work of the staff, on page 22 nowhere any reference to such type of duties is to be had. Therefore if the typical task as enumerated on page 22 has any relevance, particularly when the same is compared with the duties of the Assistant Manager, the case of the Food Corporation of India is not at all supported.

10. Even the reference to individual items, to be noticed below typical task does not substantiate the case of the Food Corporation of India. It is not dispute and even the qualification stated the same fact that the Junior Engineer must be a diploma holder if not a degree holder in Electrical Engineering. Therefore he possesses the technical knowledge expected of the post. Item No. 1 speaks of preparation of rough drawings, work/site drawings cost estimates of work required to be executed, which would be technical work but it can never be said as supervisory because this work as a Junior Engineer must perform himself, neither Khalasi nor the workman would be of any use. Item 2 speaks of 100 per cent work under his charge to ensure that all works are done according to specifications, drawings, standards laid down and approved samples, records particular of defective/substandard work in the site order-book and also brings to the notice of his superior officers. Supervising constructions and maintenance work is one type of work while checking such work to ascertain whether the same is being done according to the specification etc. and to see whether there are any defects etc., is different and item 2 also as it stands cannot be called as predominantly supervisory.

11. Then comes item 3 therein the Junior Engineer has to arrange and issue material to the contractors and maintain proper accounts of receipts, issues and balances and to prepare recovery statement for material and other services rendered by the FCI for contractors' accounts and to send details to Assistant Manager/Senior Assistant Manager for effecting recoveries. Here against it would be a sort of clerical work but not supervisory. The same can be said about item No. 4 as the Junior Engineer has to take measurements of work done by the contractors and to prepare work calculation sheets, lead charts etc. for calculating quantities of work done here his technical knowledge comes into play. Whether in terms of technical or clerical one fast or is certain that it is not supervisory as in the case of item No. 1 and similarly item 5 the duty casts checking bills, adjustments, transfer claims, and putting up to higher officers. Nowhere there is any initiative to be shown by the Junior Engineer but only apply is knowledge while discharging these duties. Item 6 requires him to prepare and submit returns required from time to time which will be clerical job while item 7 he is required to perform shop-floor work by which he is expected to do even some manual work on his part. Item No. 8 speaks of ensuring safety measures against accidents which was expected because of better technical knowledge. Here again there was no question of any supervisory work and lastly there is item 9 which Junior Engineer has to perform and other related work as may be assigned to him. By making reference to item 9 I exhausted the entire the task list and it would be clear that though in the Characteristics of the class the word 'supervision' is to be had, the typical task as narrated does not make any reference to the duties as supervisory or supervisory duties.

No reference is again needed to the duties of the Assistant Manager which make definite mention of the supervisory duties, and emphasise the effect of the absence of such a reference in the case of Junior Engineer.

12. It was not that there is merely some reference to shop work but in a letter dated 4-8-1976 issued by the Deputy Manager (Engg.) to Shri Vaghela he was accused of not doing the complete work of fixing Mercury bulbs entrusted to him and he was told to put portable poles on working points. It is true that having regard to the technical knowledge, the work of fixing the poles could not be or must not be expected of him but what was expected of him to get the work done by other employees working under him. He was indicted of having not completed the work and not for not getting the work done by the subordinates is a significant fact. Even in letter dated 27-10-1975 leave asked for was refused on the ground the Shri Vaghela did not complete the work of stitching plant. Here again it is not said that he failed to get the work done. Had the work merely been a supervisory and if the actual work was to be carried out to somebody else, for the supervision some suitable arrangement could have been made, but the fact that his request for leave was rejected, it was not merely a supervisory work to be done, but all the time the physical presence of Shri Vaghela was found necessary on both these occasions.

13. The oral evidence in this regard is of Shri S. J. Patel under whom Shri Vaghela during the relevant time was working and the witness referred to page 22 of the book-let, a reference to which is already made and therefore although Shri Patel wants me to hold that the nature of the duties of the Junior Engineer were of supervisory all the circumstances taken together particularly the job description speak something otherwise.

14. No doubt that Shri Vaghela has not entered the witness box but having regard to the evidence on record and particularly the best evidence of job description, the absence of Shri Vaghela or absence of oral evidence on solemn affirmation does not in any manner effect the employees case and I am convinced that by virtue of the nature of duties Shri Vaghela was a workman as defined under Section 2(s) of the Industrial Disputes Act and not merely performing the supervisory and managerial functions as tried to be established.

14A. Once we arrive at this conclusion and once was find that Shri Vaghela was continuously in the service for more than two years, whether he continued to be temporary or whether he was made permanent, assumes no importance because in both the cases the service continues for more than one year and in the present case it is more than two years, the provisions of Section 25F would be very much attracted.

15. Once this finding is arrived at the question is whether the conditions for termination of service effectively laid down under Section 25F have been fulfilled. In this regard reference is made to the fact of payment of Rs. 1356.40 on 15-12-1977 which amount consists of Rs. 678.20 one months' notice pay and Rs. 339.10 by way of retrenchment compensation at the rate of 15 days salary of each completed year of service. It was urged that seven if on 3-1-1977 when the services of Shri Vaghela and others were terminated, no such payment was either made or tendered but since on 15-12-1977 at least the same has been made, the ingredients of Section 25F of the Act shall be deemed to have been fulfilled absolving the Food Corporation of India from any additional responsibility. A plain reading of Section 25F of the Act would negative the said contention and further it has been held by the Lordships of the Supreme Court in Bombay Union of Journalists and others Vs. State of Bombay, 1964 (1) I.L.J. page 351 that conditions laid down in clauses (a) and (b) are obligatory and that these provisions have to be satisfied before a workman can be retrenched. Their Lordships further hold that the hardship resulting from retrenchment has been partially addressed by these two clauses. Once this fact is borne in mind when admittedly the fulfilment of the conditions was not at the time of termination but much time thereafter,

the only conclusion possible is that the termination cannot be said to be valid and legal.

16. The workman is clamouring for back wages and reinstatement against which the contention of the Food Corporation of India is that from 8-7-1977 the employee is in the service of the Rajkot Municipal Corporation and is gainfully employed. So far as the relief of reinstatement is concerned which normally would follow if provisions of Section 25F are found to be violated, the case of the Food Corporation is that because of reduction in work as the import of Food Grains has dwindled, the staff including the junior Engineer referred in the order dated 3-1-1977 was found to be surplus and therefore was required to be sent home. This contention of the Food Corporation was not in any manner challenged by the workman and if there was no work with the Food Corporation there cannot be any question of reinstatement. Otherwise such an employee would certainly prove to be a burden since he would be idling without any work. The circumstances therefore, do not justify the order of reinstatement.

17. That the workman was gainfully employed, which contention of the Food Corporation of India is also not refuted by the employee. The record therefore speaks that from January, 1977 till July, 1977 Shri Vaghela was unemployed but in July, 1977 he could secure an employment with the Rajkot Municipal Corporation. It is not his case thereby that his chances were affected. Having regard to the period of unemployment and regarding that the provisions of Section 25F have been violated although the retrenchment was found to be not effected legally, the only relief permissible is to award compensation in the light of what pay Shri Vaghela was drawing and since he was drawing more than Rs. 700 per month, on the two counts stated, the payment of compensation of Rs. 10,000 in my view would meet the ends of justice.

Award accordingly.

No order as to costs.

Dated.—25-8-82.

M. A. DESHPANDE, Presiding Officer
[No. L-42012(34)/77-D. II(B)]

S. S. PRASHER, Desk Officer

श्रम मंत्रालय

नई दिल्ली, 24 सितम्बर, 1982

का०आ० 3534 :—केन्द्रीय सरकार, खान अधिनियम, 1952 (1952 का 35) की धारा 83 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राजस्थान प्रदेश के जयसमेर जिले के घोटाक नामक स्थान पर खोज संवन्धी ड्रिलिंग सक्रियताओं पर तेल और प्राकृतिक गैस आयोग द्वारा नियोजित व्यक्तियों को, उक्त अधिनियम के, उसकी धारा 36 और धारा 40 से 46 (जिसमें ये दोनों धाराएं सम्मिलित हैं) और धारा 48 को छोड़कर अध्याय 6 के उपबन्धों के प्रवर्तन से, इस शर्त के अधीन रहने हुए, छूट देती है कि उक्त व्यक्ति :—

- (i) किसी भी दिन बारह घंटे से अधिक के लिए नियोजित नहीं किए जाएंगे,
- (ii) एक दौर में चौदह दिन से अधिक के लिए नियोजित नहीं किए जाएंगे, और
- (iii) उन्हें एक दौर में चौदह दिन तक कार्य करने के पश्चात् कम से कम चौदह दिन की अवधि के लिए विश्राम मंजूर किया जाएगा।

[सं० एस-29014/5/81-एम०आई०]

New Delhi, the 24th September, 1982

S.O. 3534.—In exercise of the powers conferred by sub-section (1) of section 83 of the Mines Act, 1952 (35 of 1952), the Central Government hereby exempts the persons

employed by the Oil and Natural Gas Commission on exploration drilling operations at Ghotaru in Jaisalmer District of Rajasthan State from the operation of the provisions of Chapter VI of the said Act except section 36 and sections 40 to 46 (both inclusive) and section 48 thereof, subject to the conditions that the said persons :—

- (i) shall not be employed for more than twelve hours on any one day,
- (ii) shall not be employed for more than fourteen days at a stretch, and
- (iii) shall, after they have worked for fourteen days at a stretch be granted rest for a period of not less than fourteen days.

[No. S. 29014/5/81-M.I.]

का०आ० 3535 :—केन्द्रीय सरकार, खान अधिनियम, 1952 (1952 का 35) की धारा 83 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, बिहार प्रदेश के बेतिया जिले के गणक नामक स्थान पर खोज संवन्धी ड्रिलिंग सक्रियताओं पर तेल और प्राकृतिक गैस आयोग द्वारा नियोजित व्यक्तियों को, उक्त अधिनियम के, उसकी धारा 36 और धारा 40 से 46 (जिसमें ये दोनों धाराएं सम्मिलित हैं) और धारा 48 को छोड़कर अध्याय 6 के उपबन्धों के प्रवर्तन से, इस शर्त के अधीन रहने हुए, छूट देती है कि उक्त व्यक्ति :—

- (i) किसी भी दिन बारह घंटे से अधिक के लिए नियोजित नहीं किए जाएंगे,
- (ii) एक दौर में चौदह दिन से अधिक के लिए नियोजित नहीं किए जाएंगे, और
- (iii) उन्हें एक दौर में चौदह दिन तक कार्य करने के पश्चात् कम से कम चौदह दिन की अवधि के लिए विश्राम मंजूर किया जाएगा।

[सं० एस-29014/4/82-एम०आई०
जे० के० जैन, अवर सचिव]

S.O. 3535.—In exercise of the powers conferred by sub-section (1) of section 83 of the Mines Act, 1952 (35 of 1952), the Central Government hereby exempts the persons employed by the Oil and Natural Gas Commission on exploration drilling operations at Gandak in District Bettiah of the State of Bihar from the operation of the provisions of Chapter VI of the said Act except section 36 and sections 40 to 46 (both inclusive) and section 48 thereof, subject to the conditions, that the said persons :—

- (i) shall not be employed for more than twelve hours on any one day,
- (ii) shall not be employed for more than fourteen days at a stretch, and
- (iii) shall, after they have worked for fourteen days, at a stretch, be granted rest for a period of not less than fourteen days.

[No. S-29014/4/82-MI]

J. K. JAIN, Under Secy.

New Delhi, the 25th September, 1982

S.O. 3536.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the indus-

trial dispute between the employers in relation to the management of Jaykay Nagar Colliery, Eastern Coalfields Limited, Post Office Jaykay Nagar, District Burdwan and their workmen, which was received by the Central Government on the 21st September, 1982.

**BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NO. 3, DHANBAD**

Reference No. 53 80

PRESENT:

Shri J. N. Singh, Presiding Officer.

PARTIES:

Employers in relation to the management of Jaykay Nagar Colliery, Eastern Coalfields Ltd., P.O. Jaykaynagar, Dist. Burdwan.

AND

Their workman

APPEARANCES:

For the Employers—Shri R. S. Murtiy, Advocate.

For the Workman—Shri B. Lal, Advocate.

INDUSTRY: Coal.

STATE: West Bengal.

Dated, the 16th September, 1982

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them u/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(28)/80-D.IV(B) dated the 16th September, 1980.

SCHEDULE

"Whether the action of the management of K.L.S. Chalbalpur Colliery under Jaykaynagar Colliery of Eastern Coalfields Limited, P.O. Jaykaynagar, Dist. Burdwan in refusing the employment to Shri Mahapati Singh, Quarry Supervisor with effect from 1-4-1974 was justified? If not, to what relief is the concerned workman entitled?"

2. The case of the workman is that for working of the quarry of Chalbalpur Colliery one Shri Ganapati Singh was engaged as Contractor who was employing about 300 workmen including the concerned workman Shri Mahapati Singh as Quarry Supervisor and in March, 1974 the basic pay of the concerned workman was Rs. 405 p.m. The job of the concerned workman was to measure by tape the stack of coal cut, earth-cut as well as the quantity of coal transported to the Company.

3. It is stated that the concerned workman Shri Mahapati Singh joined his service in or about 1960 and his name was entered in the Coal Mines Provident Fund register as well as in Form 'B' register.

4. It is further stated that the Contractor Shri Ganapati Singh was allowed to continue in the colliery even after take over till March, 1974 and as per Nationalisation Act all the workmen employed in the mine which included quarry also were to be observed with effect from 31-1-1973 by the Central Government. In March, 1974 however the work of the quarry was exhausted and the present management recognised all the 300 workmen working in the said quarry including the concerned workman as their own employee and undertook the responsibility of providing them with suitable alternative employment and they were also transferred to different collieries under the Eastern Coalfields. It is alleged that the transfer order was, however not communicated to the concerned workman though his name was included in the list of transfer. When the concerned workman found that except him and three others viz. Banamali Pradhan, Trinath Swai and Panchanan Bisoi the rest of the company workers had already joined Banji Mahavi Colliery on transfer. He along with three others went there to join in May or June, 1974 but they were not provided with any job. He then approached the union and

there were several meetings between the union and the management but to no effect. Lastly a letter dated 11-10-76 was sent to the A.L.C.(C) raising the dispute but there also the matter was delayed and after several correspondence there was conciliation which ended in failure and thereafter the present reference was made.

5. It is submitted that the concerned workman was an employee of the management after nationalisation but he was refused employment by the present management with effect from 1-4-1974, hence he is entitled to be reinstated with full back wages. It is also submitted that though the other three persons were given employment by the management only the concerned workman was left out for reasons best known to the management.

6. The management has contested the case and their defence is that the present reference is not maintainable because the dispute if any is in relation to the management of K.L.S. Chalbalpur Colliery and their workmen but the Reference shows that it is between the Jaykaynagar Colliery and their workmen. According to the management Jaykaynagar Colliery is a separate identity altogether and has nothing to do with K.L.S. Chalbalpur Colliery except that the Agent's office of both Chalbalpur and Jaykaynagar are located in Jaykaynagar in the same premises. It is also stated that the present reference is also stale having been made after six years.

7. According to the management the K.L.S. Chalbalpur Colliery which is a small unit had a quarry which was being run through a contractor Shri Ganapati Singh at the time of take over. This contract system continued till about February, 1974 and the work was departmentalised from March, 1974. All employees of the contractor who were working under him and were available at the time of take over were employed by the present management as per instruction issued by the Central Government. It is also stated that the work of the contractor was supervised by himself and his brother Shri Dalpat Singh Shri Dalpat Singh, however, was not interested in joining the public sector enterprise and though he was accepted as an employee of the contractor he declined to join the post. It is submitted that the concerned workman Mahapati Singh who is brother of Shri Ganapati Singh was never an employee of the contractor, Ganapati Singh but he surreptitiously smuggled his name in Form 'B' register. According to the management Shri Mahapati Singh the concerned workman was never an employee even of the contractor and hence he was not taken by the management nor any employment was refused to him. The very relationship of employer and employee has been denied and it is prayed that the Reference be decided in favour of the management.

8. The point for consideration is as to whether the action of the management of K.L.S. Chalbalpur Colliery under Jaykaynagar of Eastern Coalfields in refusing employment to Shri Mahapati Singh the concerned workman with effect from 1-4-1974 is justified. If not to what relief the concerned workman is entitled.

9. It is not denied, rather it is admitted that the Chalbalpur Colliery was being run by the contractor Shri Ganapati Singh till February, 1974. It is also admitted that the concerned workman is own brother of Shri Ganapati Singh. It is also admitted by the management that all the employees working under Ganapati Singh were taken as employee under the management with effect from March or April, 1974. It is also not denied that the three other workmen were taken in employment subsequently by the present management. This is also apparent from the Annexure H attached with the written statement of the concerned workman.

10. The only question to be considered, therefore, is as to whether the concerned workman Mahapati Singh was an employee under his brother Ganapati Singh, Contractor or not.

11. In support of it the concerned workman has filed Ext. W-1 which is Form 'D' register (attendance register) of the colliery which is for the period from 10-12-73 to 22-12-73. It would show that Mahapati Singh was working as a Super-

visor and his attendance was recorded as such. Ext. M-1 is the Form 'B' register in which the name of Mahapat Singh is mentioned under Sl. No. JA.

12. The case of the management, however, is that Mahapat Singh got his name surreptitiously mentioned in Form 'B' register. But this allegation of the management has not been substantiated by any evidence. The solitary witness examined on behalf of the management is MW-1 Shri S. K. Ambast, who was Manager of K.L.S. Chhalbalpur Colliery from August, 1972 to December, 1975. He has proved the Form 'B' register but he has nowhere stated that in Form 'B' register the name of the concerned workman was mentioned surreptitiously. In his very chief he has admitted that Mahapat Singh and Dalpat Singh were younger brothers of Ganapati Singh and they were also supervising the quarry work. This witness has further stated in para 7 of his cross-examination that the attendance of workmen who worked in quarry is marked in Form 'D' register and the attendance of Mahapat Singh was being marked in Form 'D' register that is the attendance register. He has further admitted that Mahapat Singh was also a member of Coal Mines Provident Fund. This witness admits that Form D register Ext. W-1 bears his signature and it contains the name of the concerned workman. Rather this register has been proved by this witness himself.

13. In view of the above evidence of the management witness it cannot be denied that the concerned workman was working under his brother Ganapati Singh, contractor and his name continued in the attendance register even after take over of the mine. His name also appears in Form B register which also bears the signature of MW-1 the then Manager of the colliery. As stated earlier there is no iota of evidence on behalf of the management to show that the concerned workman got his name surreptitiously mentioned in Form B register. MW-1 does not say an word about it. Rather he admits that the name of the concerned workman appears in the attendance register Ext. W-1 for the period December, 1973 that is after take over.

14. In such circumstances when all the employees of the contractor were given employment by the present management, there is no reason as to why the concerned workman was refused his employment. The fact that the concerned workman was an employee of the present management is thus proved from the above two registers and is also supported from the fact that the concerned workman was a member of Coal Mines Provident Fund since 1972. It was not possible if the concerned workman was not an employee of the colliery.

15. An attempt has been made on behalf of the management to show that one Mahapat Singh was an employee of the management but the concerned workman is Mahapat Singh and is thus a different person. In the terms of Reference the name mentioned in Mahapat Singh. But this contention of the management is of no avail. MW-1 has stated in para 7 of his cross-examination that he recognised Mahapat Singh and in Court he identified the concerned workman Mahapat Singh. He has further stated in his very chief that the concerned workman is the said Mahapat or Mahapat Singh. Thus it is proved that Mahapat Singh or Mahapat Singh is the same person namely the concerned workman. The concerned workman has also stated in his evidence that he was working as Supervisor in Chhalbalpur Colliery since prior to the nationalisation and even after that. He has also stated that his name was entered in Form B attendance register. He has submitted that the action of the management in refusing the employment is illegal. He has denied that he got his name surreptitiously entered in Form D register. The evidence of the concerned workman is thus supported by the evidence of MW-1 as also the documents filed in this case.

16. Another objection of the management is that the Reference is with regard to Jaykaynagar Colliery but the concerned workman was an employee of K.L.S. Chhalbalpur Colliery. The Reference would further show that the K.L.S. Chhalbalpur Colliery has been shown under Jaykaynagar Colliery of Eastern Coalfields. The workman has stated in his evidence that after nationalisation three collieries have

been merged into one colliery and the office of the Agent is in Jaykaynagar Colliery who looks after Chhalbalpur Colliery also. Even MW-1 has stated in his very chief that the K.L.S. Chhalbalpur Colliery is now existing as a constituent of Chhalbalpur mine under Jaykaynagar. This clearly shows that the K.L.S. Chhalbalpur Colliery is under the management of Jaykaynagar and hence the Reference cannot be said to be bad on that score.

17. Considering the evidence on record and facts and circumstances of the case, I hold that the concerned workman was an employee of the present management and the action of the management in refusing him employment with effect from 1-4-1974 is unjustified and illegal.

18. The next question is as to what relief the concerned workman is entitled. As the refusal was illegal the concerned workman is entitled to reinstatement. The question, however, is as to from which date. The refusal is from 1-4-1974 but it will appear that no action was taken by the union or the concerned workman for redress of his grievance for so many years. Even the written statement of the concerned workman would show that for the first time the matter was taken up by the union in the year 1976. No document has been filed to show that the matter was in fact pursued by the union or the concerned workman from the year 1974. Mention of certain conferences between the A.L.C. and the management has been made in the written statement of the concerned workman in the year 1979 or 1980 but they are not supported by any document. In such circumstances the ends of justice will be met if the concerned workman is taken in employment from the date of the Reference i.e. 16-9-1980.

19. It is therefore directed that the concerned workman should be taken in employment by the present management with effect from 16-9-1980.

20. The award is given accordingly.

Sd/-

J. N. SINGH, Presiding Officer
[No. L-19012(28)/80/D.IV(B)]

New Delhi, the 27th September, 1982

S.O. 3537.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Dhemomain Colliery of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 21-9-82.

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO 3
DHANBAD

Reference No. 7/82

PRESENT :

Shri J. N. Singh,
Presiding Officer.

PARTIES :

Employers in relation to the management of Dhemomain Colliery of M/s. Eastern Coalfields Ltd.

AND

Their workman

APPEARANCES :

For the Employers—Shri B. N. Jala, Advocate.

For the Workman—None.

INDUSTRY : Coal.

STATE : West Bengal

Dated, the 14th September, 1982

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the In-

Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(64)/81-D.IV(B) dated the 22nd January, 1982.

SCHEDULE

"Whether the action of the Agent, Dhemomain Colliery of M/s. Eastern Coalfields Ltd. in stopping Shri Nehar, Driller with effect from 21-2-1981 is justified? If not, to what relief is the workman concerned entitled?"

2. On receipt of the Reference notice was given to both the parties to file their respective written statements.

3. On 13-9-1982 both the parties have filed a joint settlement signed on behalf of the management as also on behalf of the workman setting out the terms of settlement with a prayer that the terms be accepted and the award be passed in terms thereof.

4. I have gone through the settlement and it is beneficial for the concerned workman.

4. Accordingly the award is passed in terms of the settlement filed by the parties which shall form part of the award

Enc : Settlement.

J. N. SINGH, Presiding Officer.

BEFORE THE HON'BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. DHANBAD

In the matter of Reference No. 7 of 1982

PARTIES :

Employers in relation to the Management of Dhemomain Colliery of M/s. Eastern Coalfields Limited

AND

Their Workmen

Joint petition of Compromise :

Both the parties herein concerned most respectfully Sheweth :

1. That the Central Government by their order No. L-19012 (64)/81-IV(B) dated 22-1-82, referred the following issue for adjudication by the Hon'ble Tribunal.

"Whether the action of the Agent, Dhemomain Colliery of M/s. Eastern Coalfields Ltd., in stopping Sri Mohor, Driller with effect from 21-2-81 is justified? If not, to what relief is the workman concerned entitled?"

2 That the matter has not yet been heard by the Hon'ble Tribunal and the matter is pending.

3. That both the parties in the meantime, mutually discussed the instant matter and have settled the same on the following terms :-

(a) That the Employers shall allow Sri Ram Nehorah, Driller within 7 days from the date of signing of this Petition of Compromise to resume his original duty as Driller in the Category and on the Wages as on 21-2-81.

(b) That the period of non-employment and the concerned workman from 21-2-81 till the date of resumption of duty will be treated as leave without pay.

(b) That the period of non-employment and the concern any back wages for the said period of non-employment.

(d) That the continuity of service will be treated only for the purpose of Gratuity and seniority.

(e) That by this settlement, the instant dispute is fully and finally resolved.

(f) That neither party shall be entitled to any cost and the parties will bear their respective cost of this proceeding.

4. That both the parties submit that the Honourable Tribunal may be pleased to accept the aforesaid terms & conditions as agreed by both the parties, for maintaining harmonious relation between the parties and Industrial peace at the Establishment.

5. That both the parties Jointly Pray that the Hon'ble Tribunal may be pleased to accord approval to the proposed settlement, which is considered by both the parties as quite fair and reasonable and pass the award accordingly treating this settlement as part thereof.

And for this your Petitioners shall ever pray.

Dated, the 6th September, 1982.

Sd/- illegible

For and on behalf of the Workman :

For and on behalf of the Employers :

J. N. SINGH, Presiding Officer.

[No. L-19012(64)/81-D.IV(B)]

S. S. MAHTA, Desk Officer.

नई दिल्ली, 23 सितम्बर, 1982

का०आ० 3538—मैसर्स इंडियन प्रॉक्सीजन् लिमिटेड, गफर भवन, फतेह मेडन रोड, हैदराबाद-500004 (ए०पी०/1951) और इंडियन प्रॉक्सीजन् लिमिटेड, भास्कर भवन, विजयन-भिस्मी रोड, विशाखापटनम-530013 ए० पी०/236) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रभियम का सहाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी नियोजन सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपासक अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त आंध्र प्रदेश को ऐसी विवरणियां भेजेंगी और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुद्राप्रण प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निरीक्षण करे।

2. नियोजक, ऐसे निरीक्षण प्रयोगों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम

की धारा 17 का उद्योग (3क) के खंड (क) के अधीन लक्ष्य-मार्ग पर निर्दिष्ट करें।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत निवेशों का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभागों का सहाय आदि भी है, होने वाले सभी व्यवसाय का वहन नियोजक द्वारा किया जाएगा।

4 निवाजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किंगी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदन करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों से सम्बन्धित रूप से खुश की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7 सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी का उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सहाय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नही रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी भी रूप में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस नियम तारिख के भीतर, जो भारतीय जीवन बीमा निगम नियम कर, प्रीमियम का सहाय करने में असमर्थ रहता है, और पालिसी को व्यपगत हो जाते दिया जाता है तो छूट रद्द की जा सकती है।

11 नियोजक द्वारा प्रीमियम के सहाय में किए गए किसी व्यय-क्रम की दशा में, उन मूल सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न हो गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सहाय का उत्तरदायित्व नियोजक पर होगा।

12 उपर स्थापन के सहाय में निवाजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/

विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[सं० एम०-35014/202/82-पी०एफ-2]

New Delhi, the 23rd September, 1982

S.O. 3538.—Whereas Messrs Indian Oxygen Limited Shakar Bhawan, Fateh Maidan Road, Hyderabad-500004 (AP/1951) and Indian Oxygen Limited, Bhaskar Bhawan, Vizag-Bhimli Road, Visakhapatnam-530013 (AP/236), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(202)/82-PF.II]

कां०आ० 3539:—मैसर्स भोरुका स्टील लिमिटेड रजिस्ट्रीकृत कार्यालय और संकर्म महादेव पुरा डाकघर, व्हाईट फील्ड रोड, बंगलौर-560048 (के०एन०/4489), (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

6. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों को प्रस्तुत किया जाना, बीमा प्रमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उक्त संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस वशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नामनिर्वाहिता को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल, प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इन स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी की व्यपगत हो जाने बिना जाना है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति-क्रम की दशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[सं.एस०-35014/139/82—पी०एफ०-2]

S.O. 3539.—Whereas Messrs Bhoruka Steel Limited, Regd. Office and Works Mahadevapura Post, Whitefield Road, Bangalore-560048 (KN/4489), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka, and where, any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

कां०अ० 3540-मैरई ए०बो०सी० इंजीनियरिंग प्राइवेट लिमिटेड, रजिस्ट्रीकृत कार्यालय पाबः हाउस प्रिमिस, विजय रोड, धारवाड-580001 जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है (ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 1) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी, किसी पृथक् प्रभिक्ष या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहमूख बीमा स्कीम 1976 जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है के अधीन उन्हें अनुजेय है।

अन केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के मध्य में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्रिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारण का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्रिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रचरण, निरीक्षण प्रसारणों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के मूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के

अधीन होता तो, नियोजक कर्मचारी के अधिक बारिश/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपनी दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और प.नि.सी का खर्चण हो जाने विद्या जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की वशा में, उन मृत सदस्य के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कावर नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/128/82-पी०एफ०2]

S.O. 3540.—Whereas Messrs A.B.C. Engineering Private Limited, Regd. Office, Power House Premises, Vijaya Road, Dharwad-580001, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(128)/82-PF.II]

का० आ० 3541-नैसर्ग टी टी० (प्राइवेट) लिमिटेड, इंजीनियरिंग दुरतानी सरर बंगलोर-560016 (के एन/1132) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण अपव्यय अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन

जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसूद बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उम्हें अनुभूत है;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा दत्त शक्तियों का प्रयोग करने हुए और हमारे उपाय्य अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए जैसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास का समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा या अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-बोर्ड पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी यावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवर्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से सुविधा की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस नियत शरीर के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संचालन करने में असमर्थ रहता है, और पालिसी को व्यंग्य हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11 नियोजक द्वारा प्रीमियम के भुगतान में किए गए किसी व्यक्तिगत कर्मचारी के दशा में, उन मृत सदस्यों के नाम निर्धारितियों या विधिकारियों को जो यदि यह, छूट न दा गई होती तो उक्त स्कीम के अस्तित्व होते, बीमा फायदों के भुगतान का उत्तरदायित्व नियोजक पर होता है।

12. उक्त स्थापन के सदस्य में नियोजक, इस स्कीम के अधीन अपने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्धारितियों/विधिकारियों को बीमाकृत रकम का संचालन तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मातृ दिव के भीतर सुनिश्चित करेगा।

[सं. एस०-35014(118)/82-पीएफ-II]

S.O. 3541.—Whereas Messrs T.T. (Private) Limited, Engineers, Dooravaninagar, Bangalore-560016 (K.N/1132), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him

as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(118)/82-PF.II]

का०आ० 3542—मैसर्स प्रापरेटिव सेन्ट्रल बैंक लिमिटेड, सं० 2965 इपूर (आन्ध्र प्रदेश) (ए०पी०/2350) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदायण प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहज बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इनमें उपाखण्ड अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों से प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (क) के खण्ड (3क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का रखा जाता विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा तथा अनुमात्रित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्न करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बड़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभव्य है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होगी जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति-क्रम की वशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों

को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परण, से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/117/82-पी०एफ०-2]

S.O. 3542.—Whereas Messrs Co-operative Central Bank Ltd., No. 2965, Eluru (Andhra Pradesh) (AP/2350), (hereinafter referred to the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(117)/82-PF.III]

का०आ० 3543--मैसर्स कार्पेक, घोडासर, मणिनगर, अहमदाबाद-380008 (जी०जे०/941-ए) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणाली में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किए जाएं, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुमदरा का साग में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य रिति का पहले ही सदस्य है, उसके स्थापन में निर्वाजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त बर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों के समुचित रूप में वृद्धि की जाने को व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब यह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के अधिक वारिस/नामनिर्दिष्टियों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तालिका के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मूल सदस्यों के नामनिर्देशनियों या अधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/अधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एम०-35014/112/82-पी०एफ०-2]

S.O. 3543.—Whereas Messrs Corpac, Ghodasar, Maninagar, Ahmedabad-380008 (GJ/941-A), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any

separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees that the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(112)/82-PF.II]

का०आ० 3544:—मैसर्स फ्यूरोलेटर इंडिया लिमिटेड, 14, सेक्टर-1, औद्योगिक क्षेत्र, परवान-173220 (एच पी) (पी एन/4689) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधेय सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय है।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान शक्तियों का प्रयोग करते हुए, और इससे उपायबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि दायित्व, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए, सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता, तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; या यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकर की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट नहीं दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु हो जाने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एम०-35014/100/82-पीएफ 2]

S.O. 3544.—Whereas Messrs Purolator India Limited 14, Sector 1, Industrial Area, Parwanoo-173220 (H.P.) (PN/4689) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(100)/82-PF.II]

का०आ० 3545.—मैसर्स एवरेस्ट इंजीनियरिंग वर्क्स, काम-कट रोड, कोयम्बरूर-641012 (टी०एन०/268) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए यं

फायदे उन फायदों के अधिक अनुकूल हैं जो कर्मचारी निजेष सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय प्राप्ति भी है, होने वाले सभी व्ययों का धृम नियोजक द्वारा किया जायेगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन व्ययों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और वहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुविध्युक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा

निगम की उस सामूहिक बीमा स्कीम को, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने बिना जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सवाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियां या विधिक वारिसों का जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वषा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/99/82-पी०-एफ० 2]

S.O. 3545.—Whereas Messrs Everst Engineering Works, Cross Cut Road, Coimbatore-641012 (TN/268), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay neces-

sary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case with 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(99)/82-PF.II]

कां० 3546- - मैसूर सलेम कोऑपरेटिव शूगर मिल्स डाकघर महनूर, पिन कोड नं० 637015 नामक्कल तालुक, सलेम जिला, (तमिलनाडु/4840) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम से पूर्ण उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निदिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितियों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन के कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तरीके के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है, तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिकर की वृत्ति में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों

को जो यदि यह, छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितयो/विधिका वारिसों का बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[नं० एस०-35014/83/82-पी० एफ०-2]

S.O. 3546.—Whereas Messrs Salem Cooperative Sugar Mills Mohanur Post, P.C. No. 637015-Namakkal Taluk, Salem District (TN/4840), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premium, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(83)/82-PF.II]

का०आ० 3547.—मैसर्स सलेम कोऑपरेटिव शुगर मिल्स (इंडिया) प्राइवेट लिमिटेड, श्री०आई०डी०सी० एस्टेट नारोडा अहमदाबाद (गुजरात/4548) (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियाँ का प्रयोग करते हुए और इससे उपबाध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को 3 वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद को ऐसे विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अंतरण, निरीक्षण प्रभागों का संवाय आदि भी है, होने वाले सभी नियमों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या इस भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुपेय हैं।

7. सामूहिक बीमा स्कीम में किसी घात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस वक्ता में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, अहमदाबाद के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन के कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपनी दृष्टिकोण स्पष्ट करने का युक्तिमय अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रहे की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाना दिया जाता है, तो, छूट रहे की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वक्ता में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों का जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014/80/82-पी०एफ०-2]

S.O. 3547.—Whereas Messrs Ingersoll Rand (India) Private Limited, G.I.D.C. Estate, Naroda Ahmedabad (GJ/4548), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Ahmedabad and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Ahmedabad and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(80)/82-PF.11]

का० आ० 3548.—मैसर्स मिहिर टेक्स्टाइल् लिमिटेड, खोखरा मेहमेदाबाद, अहमदाबाद-380008 (गुजरात/262) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पुष्क अभिवाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1 उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जहाँ केन्द्रीय सरकार, समय समय पर निदिष्ट करे।

2 नियोजक, ऐसे निरीक्षण प्रारंभों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर सदाय करेगा और केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खंड (क) के अधीन समय समय पर निदिष्ट करे।

3 सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रमारी का सदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4 नियोजक, केन्द्रीय सरकार, द्वारा दया अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक्त प्रीमियम भारतीय जीवन बीमा निगम की सदस्य करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बहाल जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों से समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7 सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10 यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा स्कीम निगम नियत करे, प्रीमियम का सदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने की आशा है तो, छूट रद्द की जा सकती है।

11 नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कायर नामनिर्देशितियों/विधिक वारिसों की बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[स० एम०-35014/79/82 पी० एफ०-11]

S.O. 3548.—Whereas Messrs Mihir Textile Limited, Kho-khya Mehmedabad, Ahmadabad-380008 (GJ/262), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, sub-

mission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer

4. The employer shall display, on the Notice Board of the establishment, a copy, of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point, of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(79)/82-PF.II]

कलआ० 3549—संसर्ग केरि डिस्ट्रिक्ट कोऑपरेटिव मिक्क प्रोड्यूसर्स यूनियन लिमिटेड, आनन्द 388001 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का संवाय किए बिना हूँ, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष महसूद बीमा स्कीम 1976 (जिसे इस में इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अन केन्द्रीय सरकार, उक्त अधिनियम का धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और इससे उदात्त अधिनियम में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के तबध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य भागों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा स्कीम को सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी की मृत्यु पर इन स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वंश में संदेय होती जय वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामानिर्देशितों का प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्ति-युक्ति अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या हुए स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रहूँ की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असमर्थ रहता है, और पालन का व्यवहार हो जाने दिया जाता है तो, छूट रहूँ की जा सकती है।

11. नियोजक द्वारा प्रीमियम के वशाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशनियों या वित्तिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संबंध का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों वित्तिक वारिसों को बीमाकृत स्कीम का संवाय संपन्नता में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत स्कीम प्राप्त होने के मातृ वित्तिक भीतर सुनिश्चित करेगा।

[स० एस०-35014/70/82 पी०एफ० 2]

S O. 3549.—Whereas Messrs Kaira District Co-operative Milk Producers Union Limited, Anand-388001 (GJ/3556), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said

Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(70)/82-PF II]

का०आ० 3550.—मैसर्स एन०डी०इ०एफ० लिमिटेड, पी०डी०नं० 9234, 7वीं मिडल स्ट्रीट, कलकत्ता (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसूचित हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में निरोक्त प्रादेशिक भविष्य निधि प्रायुक्त पश्चिमी बंगाल को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय निरदिष्ट करे।

2. निरोक्त ऐसे निरीक्षण प्रसारकों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संचाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निरदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संचाय

लेखाओं का अंतरण, निरीक्षण प्रसारों का संशय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के मूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले हो सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा, और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संवत्न करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सदेय रकम उस रकम से जो कर्मचारी को उस दशा में सदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, पश्चिमी बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृष्टिकोण स्पष्ट करने का सुविशेष अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संशय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमा रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमा रकम प्राप्त होने के तान वित्त के भीतर सुनिश्चित करेगा।

[सं.सं०-35014/51/82.पी०एफ० II]

S.O. 3550.—Whereas Messrs N.G.E.F. Limited, P.B. No. 9234, 7B-Middleton Street, Calcutta (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

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And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits, admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased

members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(51)/82-PF.III]

का. भा. 3551.—मैसर्स मद्रास फॉर्जिंग्स एण्ड एलाइड इन्डस्ट्रीज (सी. बी. ई.) लिमिटेड, योहाना द.भरोड, कारागड-641104, (टी. एन./5499) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केंद्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाययुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केंद्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केंद्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केंद्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जहां कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की दृष्टिपूर्वक भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसको स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी मृत्यु आदि के प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वंश में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशाती को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने बिना जमा है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिनों के भीतर सुनिश्चित करेगा।

[मं. एन.-35014/48/82-पी. एफ.-2]

S.O. 3551.—Whereas Messrs Madras Forgings and Allied Industries (CBE) Limited, Mettupalayam-Road, Karamadai-641104 (TN/5499) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject

to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का. बा. 3552.—मैसर्स क्रैम्व इजीप्टियन प्राइवेट लिमिटेड, 425, पोथियन रोड, मद्रास-600008 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) वे कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देनी है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक साल की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी दावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेदित करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तर-दायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और श्रुत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस.-35014/31/82-पी. एफ.-2]

S.O. 3552.—Whereas Messrs Krebs Engineering Private Ltd., 425, Pantheon Road, Madras-600008, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Tamil Nadu and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(32)/82-PF.II]

का. आ. 3553.—मैसर्स गोयराज (इंडिया) लिमिटेड येलानुका, बंगलूर-560004 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् भविष्य या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अर्जित हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाययुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेंगी और ऐसे लेखा रखेंगी तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेंगी जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेंगी जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेंगी ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसको स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बातों आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अर्जित हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन

के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अग्रफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् के भीतर सुनिश्चित करेगा ।

[मं. एम.-35014/33/82-पी. एफ.-2]

ए. के. भट्टाराई, अवर सचिव

S.O. 3553.—Whereas Messrs Goetze (India) Limited, Yelahanka, Bangalore-560064, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission or returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(31)/82-PF.II]

A. K. BHATTARAI, Under Secy.

New Delhi, the 24th September, 1982

S.O. 3554.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Ahmedabad-1, in the industrial dispute between the employers in relation to the management of State Bank of India, Ahmedabad and their workman, which was received by the Central Government on the 16-9-1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL

AT AHMEDABAD.

Reference (ITC) No. 15 of 1982

ADJUDICATION

BETWEEN

Management of State Bank of India, Ahmedabad
First Party.

AND

Their workmen.—Second Party.

In the matter of debarring Shri M. T. Punetha to appear in the test for promotion and stopping two increments of Mrs. P. Abhaykumar, etc.

STATE : Gujarat

INDUSTRY : Banking

AWARD

PART-I

This is a reference made by the Government of India, Ministry of Labour, constituting me as Presiding Officer of the Industrial Tribunal with headquarters at Ahmedabad, in exercise of the powers conferred by Section 7A and Section 10(1)(d) of the Industrial Disputes Act, 1947. The Reference is made by the Central Government Order No. L-12011/17/82-D. II(A) dt. 10-6-82. The dispute which is referred to this Tribunal for adjudication is stated in the Schedule to the order of reference and it relates to the dispute debarring Shri M. T. Punetha to appear in the test for promotion and stopping two increments of Mrs. P. Abhaykumar.

2. Usual notices were sent to the parties to file their respective statements and accordingly the Under Secretary of the State Bank of India & Subsidiary Banks Employees' Union has filed the Statement of Claim, ex. 2, on 6-9-82. A pursis ex. 3 dt. 6-9-82 has also been received by this by this Tribunal from the other concerned workman, Mrs. P. Abhaykumar informing this Tribunal that she is likely to go abroad shortly and that she is not willing to contest her case and as such she has requested the Tribunal to permit her to part with the Reference. The Bank's representative one Shri Trivedi has also endorsed on the said pursis in token of having noted her prayer. In view of this the dispute in respect of Smt. P. Abhaykumar stands disposed accordingly. I pass Award-Part I accordingly. The reference to proceed further on merits according to law in respect of the dispute concerning Shri M. T. Punetha.

Ahmedabad,

the 6th September, 1982.

G. S. BAROT, Presiding Officer
[No. L-12011/11/81-D. II. (A)]

New Delhi, the 25th September, 1982

S.O. 3555.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Bank of Baroda, Ramgarh, Post Office Ramgarh, District Hazaribagh and their workman, which was received by the Central Government on the 21-9-82.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NO. 3, DHANBAD

Reference No. 51/81

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Bank of Baroda, Ramgarh, Dist. Hazaribagh.

AND

Their workman.

APPEARANCES :

For the Employers—Shri M. M. Guha, Advocate.

For the Workman—Shri D. N. Pandey, Advocate.

INDUSTRY : Bank.

STATE : Bihar

Dated the 15th September, 1982

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-12012/65/78-D.II.A. dated the 28th/29th November, 1978.

SCHEDULE

"Whether the action of the management of Bank of Baroda, Ramgarh, Dist. Hazaribagh, in terminating the services of Shri Sheo Kumar Rai, Cash Clerk and Head Cashier, Ramgarh Branch of the Bank with effect from 18th December, 1976 is legal and justified? If not, to what relief is the workman entitled?"

2. Shri Sheo Kumar Rai was a permanent Cash Clerk and Head Cashier having about 14 years of service and was working as such in the Ramgarh Branch of the Bank of Baroda. He has a good record of service as alleged by him. During the relevant period Shri D'Souza was working as Agent of the said Bank and he was under order of transfer. In his place Sri S. R. Mehrotra had come to join. On 22nd September, 1976 after Bank hours he verified the cash in presence of the then Manager or Agent Shri D'Souza, the Head Cashier and Sri B. K. Dayal, Cashier and others. He found shortage of cash amounting to Rs. 14,100/- in hundred rupee denomination currency notes in seven packets. The amount was made good by the concerned clerk as also the Cashier Sri B. K. Dayal in the same evening. Subsequently both Sri B. K. Dayal and the concerned workman Shri Rai were removed from service. Shri B. K. Dayal is however dead. The services of the concerned workman Sri S. K. Rai was terminated by a letter dated 18th December, 1976 (Ext. M-1) on the ground of loss of confidence. The said termination has been challenged in the present reference.

3. The case of the concerned workman is that his services are governed by various awards and settlements and that his termination is illegal and unjustified. It is submitted by him that though the shortage was detected on 22nd September, 1976 but his services were terminated with effect from 18th December, 1976 and that a F.I.R. was lodged against him as late as on 12th January, 1977 at 18 hours in which it was alleged that the amount in question had been withdrawn by the concerned clerk and Sri B. K. Dayal jointly for their personal needs. It is submitted that the local Police duly investigated the matter on the basis of the F.I.R. and submitted final report in which it was found that the shortage of cash was nowhere clearly written in the relevant bank's register and during the time of investigation the exhibited notes amounting to Rs. 14,100/- could not be produced by the complainant nor the bundles from which the notes were alleged to have been taken out were produced. It was also found that the written letter of the accused persons were taken under false pretext by the complainant much later. On receipt of the final report the Chief Judicial Magistrate discharged the accused persons including the concerned workman. It is further submitted that had there been a genuine case the Bank could have filed protest petition, but as the case was no true no action was taken by the Bank.

4. The further case of the concerned workman is that the management based their case on an alleged letter dated 22nd September, 1976 addressed to the Manager by the concerned workman and Sri Dayal but the said letter is suspicious and was manufactured under forced duress and temptation for the purpose of the case. The concerned workman has denied the genuineness of the said letter.

5. According to the workman he never withdrew any amount from the Bank nor he used any amount for his personal purpose, nor he wrote any such thing to the Bank. It is submitted that he was busy with the incoming Agent Shri Mehrotra and in this context he had to perform various outdoor duties. The key of the cash was with Sri B. K. Dayal from 14th September, 1976 to 22nd September, 1976 as during this period the concerned workman had been sent to Hazaribagh on 15th September, 1976 in connection with

a Bank's case and he handed over the key to Sri Dayal as per direction of the then Agent. It is submitted that it was Sri Dayal who had taken the money to the State Bank of India during the period and he was operating the key of the cash. According to the workman the bundle of notes bore the initial of B. K. Dayal which shows that he had counted those notes and the shortage if any was due to the action of Sri Dayal. The concerned workman represented the matter before various authorities but to no effect and finally an industrial dispute was raised resulting in the present reference.

6. It is submitted that no chargesheet was ever drawn against the concerned workman nor any departmental proceeding was held against him and the order of termination is illegal and in violation of Section 25F of the Industrial Disputes Act.

7. It is however stated that the Bank sent a letter dated 1st November, 1978 to the concerned workman whereby the Bank changed its stand and directed the concerned workman to take an amount of Rs. 36000/- and odd as provided U/s 25F of the I.D. Act. The said amount was however accepted by the concerned workman but under protest. It is also stated that any subsequent action of the management cannot make the initial order of termination legal and valid and as the said order terminating the services of the concerned workman is illegal and against the principles of natural justice, he is entitled to be reinstated with full back wages.

8. According to the management, however, the concerned workman until termination of his services was working as Head Cashier at Ramgarh Branch. The duties of the Head Cashier are to handle bank cash and he is in charge of the entire cash of the bank. The keys of the Safe where the money is kept are also entrusted to the Head Cashier and the Accountant and as per practice the cash is to be handled by the Head Cashier and the Accountant. It is stated that on 22nd September, 1976 Shri Mehrotra the Agent of the Bank on verification detected a shortage of 141 currency notes of Rs. 100/- each in 7 bundles and he immediately made enquiry from the concerned workman Sri Rai & Sri B. K. Dayal, and both of them in writing dated 22nd September, 1976 admitted that they had drawn the amount for their personal needs and on the same day both of them paid the aforesaid sum to the bank and expressed their regret. It is submitted that in view of the said circumstances the services of the concerned workman was terminated on 18th December 1976 on the ground of loss of confidence and the said termination was a termination simpliciter. It is stated that the post held by the concerned workman was of trust and confidence and the very admission of the concerned workman showed that he was guilty and therefore his services were terminated. It is submitted that the order terminating the services of the concerned workman is legal and valid and after the said termination the management prepared a statement of account payable to the concerned workman and the said statement of account along with pay order for Rs. 36000/- and odd was sent to the concerned workman but it was returned undelivered. Thereafter the said pay order was made over to the concerned workman in person and he accepted the same in full and final settlement of his claim. It is submitted that after accepting the compensation for termination Shri Rai is stopped from challenging his termination.

9. On the above ground it is prayed that the Reference be decided in favour of the management.

10. The point for consideration is as to whether the action of the management in terminating the services of the concerned workman with effect from 18th December, 1976 is legal and justified. If not, to what relief is the workman entitled.

11. From a perusal of the order of Reference it will appear that the action of the management dated 18th December, 1976 has been challenged and it is to be seen whether the said order of termination on ground of loss of confidence is valid or not. It cannot be denied that the services of an employee can be terminated by the management on the ground of loss of confidence. It also cannot be

denied that the post held by Sri Rai was a post of trust and confidence.

12. It is not denied that the key of the Safe used to remain with the Head Cashier viz. the concerned workman and the Accountant. As per practice, two keys are maintained for the Safe, one of which remained with the Accountant and the other with the Head Cashier. Whenever the head cashier goes on leave or is absent due to some other reasons the key is made over to the next senior man. When the Bank opens both the keys are applied by the Accountant as also by the head cashier and then the Safe is opened. After the close of the business cash is counted and the initial of the counting clerk is put on a slip attached with each bundle certifying the actual amount found in each bundle. Thereafter the bundles are kept in the Safe and the Safe is closed by both the keys applied by the Accountant as also the Cashier. The above has been stated by the management witnesses and has not been denied.

13. The question first to be determined is as to whether there was plausible evidence before the management to prove loss of confidence against the concerned workman. To prove this fact the management has examined Shri S. R. Mehrotra, MW-1, Sri A. K. Mitra, Accountant MW-3. They have stated that during the verification on 22-9-76 as shortage of Rs. 14,100 was detected in 7 bundles of 100 rupee denomination notes. The amount was later on paid on the same day by the concerned workman as also by Sri B. K. Dayal the Cashier. These two witnesses have also stated that both the clerks viz. Sri Rai and Sri Dayal also gave a letter to the Manager on the same day confessing their guilt and making over the amount to the Manager. The concerned workman however examined himself as WW-1 and he has stated that during the relevant period he was deputed to take Shri Mehrotra in town for introducing him to customers and that he had also been to Hazaribagh in a bank case and the key remained in custody of Sri B. K. Dayal, Cashier to handle the cash. It is also stated by him that he never confessed his guilt and the letter on which reliance has been placed is a concocted one and it was obtained subsequently under duress and temptation. The workman has also examined Sri D'Souza the then Manager and Agent of the Bank and he has stated that during the relevant period the key was with Sri Dayal as the concerned workman had been sent by him to Hazaribagh in connection with some case. According to him when the cash is counted and verified the cash clerk puts his initial on it and it is the cash clerk who is responsible for any shortage of cash. As regards the confession letter it is stated by him that the shortage was made over by Sri Dayal and the name of the concerned workman was written on it as a witness only.

14. From the above evidence it will appear that the management solely relied on the alleged confessional letter dated 22-9-76 purported to have been written by the concerned workman as also B. K. Dayal, cash clerk (since deceased). According to the management this letter alone proves that the concerned workman had a hand in the shortage and so he lost confidence of the Bank and on that ground his services were terminated from the date as mentioned in the termination letter.

15. It is therefore to be seen as to whether any reliance can be placed on the said letter or not. The original of the said letter has not been filed in this case nor any reason has assigned as to why the original has not been filed and what happened with the original. Instead the management has filed a carbon copy of the said letter which has been marked Ext. M-4 and has been proved by MW-1 Sri Mehrotra. Sri Mehrotra cannot say as to who wrote the contents of Ext. M-4. There is no evidence of the management to the effect that the said letter was prepared in two copies, one of which was the original and the other is a carbon copy. In fact there was no necessity at all of filing two copies of any such letter and there was no necessity of preparing any carbon copy of the same. In Ext. M-4 which is a carbon copy it is stated that after the shortage was found enquiry was made both from Sri Rai and Dayal and realising the seriousness of the situation both of them made good the loss at 7 p.m. on that very day. It is further stated that the amount was withdrawn by them for their personal needs. According to the concerned workman it is not the original letter and his signature had been obtained subsequently on a letter which was an original one. According to him Ext.

M-4 is not that letter. In view of the above fact the very authenticity or genuineness of Ext. M-4 is doubtful. The management ought to have filed the original letter if any in which such confession had been made by the concerned workman and that letter would have been conclusive proof to support the case of loss of confidence on the concerned workman. If the genuineness of Ext. M-4 become suspicious then there is no evidence against the concerned workman to show that the management had lost confidence on the concerned workman which resulted in the termination of his service.

16. The genuineness of Ext. M-4 becomes all the more suspicious when we consider another letter of the management, Ext. W-2 a letter written by Sri D'Souza on the very date of shortage to the Regional Manager, Bank of Baroda. In this letter the information due to the above shortage was given to the higher authorities and the Manager wrote that on the same bundles in which shortage was found, on the slips attached on those bundles, the initial of Sri B. K. Dayal the cash clerk was found. This clearly indicate that those notes were counted by Sri B. K. Dayal and the slips on the bundles bore the signature of B. K. Dayal only. It is in evidence of management witnesses that after counting slips are attached on each bundle and the clerk counting the amount puts his initial on it. Now if the concerned workman Sri Rai would have counted the amount then his initial must have appeared on the slips attached with the bundles. This fact also shows that during the relevant period the key was with B. K. Dayal as Sri Rai had been to Hazaribagh and was busy in other duties assigned to him including the duty of taking the new Agent to the customers for introduction. The letter Ext. W-2 no doubt shows that the shortage was made good by B. K. Dayal and Sri S. K. Rai. It may just be possible in order to avoid any further complication both of them made good the cash but this cannot go to show that it was Sri Rai who had misappropriated the said amount. Ext. W-2 thus makes the alleged confession in Ext. M-4 all the more suspicious. If any letter confessing the guilt would have been made then this fact must also have been mentioned in Ext. W-2 which was sent to the higher authorities immediately.

17. Though there was a shortage of Rs. 14000 and odd but it is strange that F.I.R. (Ext. W-1) for the first time was sent to the Officer-in-Charge, Ramgarh Cantonment Police Station as late as on 28-12-76 that is after a lapse of about three months. It is not understandable nor it is explained as to why such a long delay was made by the Bank in lodging information before the Police. The Police after investigation submitted final report Ext. W-3 which was received by the Chief Judicial Magistrate vide his order-sheet Ext. W-4. The Police after giving the details of the investigation opined that it was a case of mistake of fact and hence final report was being submitted.

18. All these facts clearly indicate that in fact there was no plausible evidence before the management to prove loss of confidence against the concerned workman. The very fact that the original of Ext. M-4 has been withheld by the management shows that there was something fishy in the matter and the original if produced would have gone against the case of the management hence the original letter was not produced. It was not very difficult for the management to prepare a carbon copy making certain recitals against the concerned workman. Ext. M-4 is thus a suspicious document and no reliance can be placed on it.

19. Considering the evidence on record, I hold that there was no plausible evidence before the management to prove the loss of confidence against the concerned workman.

20. It is next to be seen as to whether the order of termination is in accordance with law or not. The termination letter Ext. M-1 dated 18-12-76 shows that the bank had decided to terminate the services of the concerned workman with immediate effect with three months pay and allowance in lieu of notice for which a crossed pay order of Rs. 3000 and odd was being enclosed along with the termination letter. According to the workman however the said termination letter is against the provisions of Section 25F of the Industrial Disputes Act. It is submitted that the said order in fact amounted to retrenchment and the provisions

of Section 25F should have been complied with before passing such an order.

20. As stated earlier the present reference is with regard to the termination letter dated 18-12-76 and it is to be seen as to whether the said letter is in accordance with law. According to the management however it is not a case of retrenchment at all but it is a case of termination simpliciter for loss of confidence. It is therefore to be seen as to whether termination for loss of confidence amounts to retrenchment or not. Section 2(oo) of the I. D. Act has defined the word 'retrenchment' and it reads as follows :

“(oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill-health.

In addition to the above, there is other provisions in Sastry Award and Desai Award. The provisions of Sastry Award has been adopted by Desai Award. The two awards speaks about three months notice or notice pay as well as compensation as provided U/s 25F of the Industrial Disputes Act. It is well settled that non-compliance with the provisions of Section 25F will make the retrenchment order illegal and invalid and subsequent action of the management cannot make any illegal order valid and proper. It is therefore to be seen as to whether the provisions of Section 25F was complied with in this case or not. But before deciding this issue it is to be decided as to whether the action of the management dated 18-12-76 amounts to retrenchment or not. It is now well settled by different rulings of the High Courts and Supreme Court that the words 'for any reason whatsoever' includes all sort of termination including the striking of names of an employee from the rolls or terminating the services of a workman on the ground of loss of confidence. This fact has been well settled by different rulings of the Patna High Court as also of the Supreme Court. It will suffice to refer in this connection two rulings of the Supreme Court reported in A.I.R. 1976 S. C. page 1111 (*The State Bank of India, Appellant V. Shri N. Sundara Money, Respondent*). It has laid down that the words termination for any reason whatsoever in Section 2(oo) are the key words. Whatever the reason every termination spells retrenchment and the sole question is as to whether the services of an employee has been terminated and a termination takes place where a term expires either by the active step of the master or the running out of the stipulated term. It further provides that termination embraces not merely the act of termination by the employer, but the fact of termination howsoever produced. Another ruling on this point is reported in A.I.R. 1977 S.C. page 31 (*M/s. Hindustan Steel Ltd. Appellant V. The Presiding Officer, Labour Court, Orissa and others, Respondents*) which has also relied on the ruling referred to above which is the leading case on the point. The same principle has been settled by the rulings of our own High Court, Patna reported in 1978 Bihar Bar Council Journal page 459.

21. As against these rulings the learned Advocate of the management has drawn my attention to a ruling of the Bombay High Court reported in 1980 Lab. I. C. page 1116 (*Rameshkumar Rajanikant Mehta, Petitioner v. The Presiding Officer, Central Govt. Industrial Tribunal No. 1, Bombay and another, Opponents*). In this case it has been held that the word 'retrenchment' means the cases when an employer finds that the staff is in excess of the number required or there is closure of business etc. and it does not include

any sin of commission and omission on the part of the workman. This Court is bound by the principles laid down by the Supreme Court as also by the Patna High Court and the principles enunciated by the Bombay High Court cannot be given any preference. The learned Advocate of the management has also cited the ruling reported in A.I.R. 1982 S. C. page 673 and 1982 I.F.L.R. page 71 but the principles laid down in those rulings are not applicable to the facts of the present case.

22. Relying on the principles laid down by the Supreme Court as also the Patna High Court it must be held that the present case is a case of retrenchment and hence it is to be seen as to whether before passing the termination order the provisions of Section 25F of the I. D. Act was complied with or not.

23. The termination letter Ext. M-1 would show that along with this letter only a crossed pay order for three months pay was tendered to the concerned workman. No compensation was ordered to be paid as provided under Sub-Section (b) of Section 25F nor any notice was served on the appropriate government under Sub-Section 3. It is also very doubtful whether even three months notice pay was offered or paid to the concerned workman or not. MW-1 Sri Mchotra has stated in his chief that the letter of termination could not be served on the concerned workman personally as he was on leave. According to him it was served on him by registered post and a copy of the letter was sent under certificate of posting. In cross-examination it is admitted by him that the postal acknowledgement has not been filed in this case. He has further stated that the letter sent by registered post was returned unserved. He has further stated that the copy of the letter terminating the service was also sent under certificate of posting. Further he has stated that the pay order of Rs. 3000 and odd representing the notice pay for three months was sent by registered post but returned unserved and along with the letter under certificate of posting no such payment order was sent. Thus it clearly indicates that though the payment order along with the termination letter was purported to have been sent by registered post but it was returned unserved. It is not the case of the management that the workman refused to take delivery of the registered letter. Further though it be conceded for the sake of argument that three months notice pay was tendered to the workman by regd. post still the other compensation as provided under Section 25F was not complied with and non-compliance of the said provision makes the termination order illegal and invalid.

24. It will also appear that the Bank realised its mistake and found that the original termination letter dated 18-12-76 is not in accordance with law and they subsequently tried to rectify their mistake. They sent a letter dated November 1, 1978 to the concerned workman informing him that though termination of his services on the ground of loss of confidence does not amount to retrenchment still it has been decided that the concerned workman be paid retrenchment compensation U/s 25F of the I.D. Act at the rate of 15 days average pay per every completed year of service and it also decided to treat the concerned workman as in service from 18-12-76 upto 15-11-1978 from which date his service was to stand terminated and for the said period payment was made to him. By this letter the services of the concerned workman was terminated with effect from 15-11-78. Along with this letter pay order amounting to Rs. 36000 and odd was sent to the concerned workman and from this account three months pay had been deducted mentioning that this amount had already been paid. But no document has been filed by the Bank to show that in fact three months pay was withdrawn by the concerned workman. No doubt the concerned workman accepted the amount as mentioned in Ext. M-3 but he accepted it under protest and also sent a letter accordingly to the management. The mere acceptance of the amount cannot stop the workman from challenging order of termination. From this letter also it is shown that the original letter of termination dated 18-12-76 is not in accordance with law and as the

provisions of Section 25F was not complied with the action of the management terminating the services of the concerned workman with effect from 18-12-76 must be held to be illegal and unjustified.

24. Some documents have been filed by the management which are Exts. M-5 and M-6 showing shortage in the relevant registers. But the shortage is admitted and hence they are not relevant. The management, however, has filed the key register Ext. M-7 to show that whenever there is change of hands of keys the fact is noted in the key register and the key register would show that during the relevant period the key was not made over to B. K. Dayal as stated by the workman. According to the workman, however, the key register was not maintained regularly and no such making over and taking over was noted when the head cashier remained absent temporarily and key was made over to the cashier verbally under the direction of the Manager. Ext. W-10 is a letter of the workman showing that he was accepting the amount under protest. Certain other documents have also been filed by either side but they were not referred to during argument stage and hence it is not necessary to refer them.

25. Considering all the facts and circumstances of the case and evidence on the record, I hold that the action of the management in terminating the services of the concerned workman with effect from 18-12-1976 is illegal and unjustified and not in accordance with law.

26. The next question is as to what relief the concerned workman is entitled. As the charge of loss of confidence is not proved against him and the action of termination is against law, hence the workman is entitled to be reinstated from the date of his termination with full back wages. The amount already paid to the concerned workman will however be deducted from his pay. It will, however, be on the discretion of the management as to how such deduction is to be made.

27. I give my award accordingly.

J. N. SINGH, Presiding Officer
[No. L-12012/65/78-D. II (A)]
A. K. MANDAL, Desk Officer

New Delhi, the 29th September, 1982

S.O. 3556.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Oil India Limited, Duliajan and their workmen, which was received by the Central Government on 23rd September, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 23 of 1982

PARTIES :

Employers in relation to the management of Oil India Limited

AND

Their Workmen.

PRESENT :

Mr. Justice M. P. Singh, Presiding Officer.

APPEARANCES :

On behalf of Employers—Absent.

On behalf of Workmen—Absent.

STATE : Assam

INDUSTRY : Oil

AWARD

The Government of India, Ministry of Labour, by its Order No. L-30011(3)/81-D.III(B) dated 31st May, 1982

referred an industrial dispute to this Tribunal for adjudication. The dispute as mentioned in the Schedule reads :

"Whether the demand of the workmen employed by Resident Chief Executive, Oil India Limited, through the Labour supply contractors, as mentioned in Annexure, for grant for special leave with pay on days of absence caused on account of Bandh, Curfew, picketing etc. during the period 3-12-79 to 27-10-80 is justified. If so, to what relief are the workmen entitled?"

2. The case is taken up today out of turn. On receipt of the reference parties were directed to file their respective documents and 27-8-82 was fixed for first hearing. On that date a Memorandum of settlement was filed before this tribunal with a prayer to pass a "No dispute" award in view of the settlement. I find that all the parties mentioned in the Annexure have subscribed their seal and signature. I therefore pass a "No dispute" award in the matter as prayed for and the petition praying for a "No dispute award" shall form part of this Award as Annexure "A".

Calcutta, 10th September, 1982.

M. P. SINGH, Presiding Officer

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

In the matter of :

An Industrial Dispute under Ministry of Labour's Order No. L-30011(3)/81-D.III(B) dated May 31, 1982.

(Under Government order of Reference No. 23 of 1982)

BETWEEN

- (1) Resident Chief Executive, Oil India Limited, Duliajan, Assam.
- (2) (Thirteen) Labour Supply Contractors as mentioned in Annexure.

AND

Their workmen represented by the Oil India Contractors' Workers' Association, Duliajan, Assam.

ANNEXURE

1. M/s. Duliajan Commercial Cooperative Society, Contractor, Oil India Ltd., Duliajan, Post Office Dibrugarh.

2. M/s. Kheremia Samabai Samiti, Contractors, Oil India Limited, Duliajan, Post Office Duliajan, Dibrugarh, Assam.

3. M/s. Duliajan Industrial Contract Cooperative Society Limited, Contractors, Oil India Limited, Duliajan, Post Office Dibrugarh, District Dibrugarh, Assam.

4. M/s. Singh Brothers & Company, Contractors, Oil India Limited, Duliajan, Post Office Duliajan District Dibrugarh, Assam.

5. M/s. Baruah Industrial Contractors, Oil India Limited, Duliajan, Post Office Duliajan, District Dibrugarh, Assam.

6. Inland Construction Company, Oil India Limited, Contractors, Duliajan, Post Office Duliajan, District Dibrugarh, Assam.

7. Shri H. L. Chanda, Oil India Limited Contractors, Duliajan, Post Office Duliajan, District Dibrugarh, Assam.

8. M/s. Duliajan Cooperative Sanitation Society Limited, Contractors, Oil India Limited, Duliajan, Post Office Duliajan, District Dibrugarh, Assam.

9. M/s. Nayak & Company, Contractors, Oil India Limited, Duliajan, Post Office Duliajan, District Dibrugarh, Assam.

10. M/s. Gupta Brothers & Company, Contractors, Oil India Limited, Duliajan, Post Office Duliajan, District Dibrugarh, Assam.

11. M/s. Gogoi Brothers & Company, Contractors Oil India Limited, Duliajan, Post Office Duliajan, District Dibrugarh, Assam.

(ANANDA BE/BARUAH)
Industrial Relations Manager,
For Resident Chief Executive,
Oil India Limited, Duliajan

12. M/s. East End Engineering, Contractors, Oil India Limited, Duliajan, Post Office Duliajan, District Dibrugarh, Assam.

(M/s. Duliajan Commercial Cooperative Society, Contractor, Oil India Ltd.)

13. M/s. Oriental Construction Company, Contractors, Oil India Limited, Duliajan, Post Office Duliajan, District Dibrugarh, Assam.

(M/s. Kheremia Samabhai Samity, Contractors, Oil India Ltd. Duliajan, Post Office Duliajan)

The humble petition of the above named Association most respectfully.

(M/s. Duliajan Industrial Contract Cooperative Society Ltd. Contractors, Oil India Ltd.)

SHEWTH :

(1) The above Reference No. [Ministry of Labour's Order] L-30011(3)/81-III] of May 31, 1982 was taken out at the instance of the workmen represented herein by the Oil India Contractors' Workers' Association, Duliajan, the Association abovenamed.

(M/s. Singh Brothers & Co., Contractors, Oil India Ltd.)

(2) Sometime after the References, parties entered into negotiations as a result whereof the workmen represented by the said Oil India Contractors' Workers' Association, Duliajan decided not to further prosecute the present adjudication. All the disputes and difference inter se the parties

(M/s. Baruah Industrial, Contractors, Oil India Ltd.)

(Inland Construction Co. Contractors, Oil India Ltd.)

(Sri H. L. Chanda, Oil India Ltd. Contractor)

in respect of the adjudication under reference have been finally set at rest.

(M/s. Duliajan Cooperative Sanitation Society Ltd. Contractors, Oil India Ltd.)

(3) The Association accordingly submits that it would be just and proper to make a no-dispute Award as the Association is not willing to contest the Reference.

(M/s. Nayak & Co. Contractors, Oil India Ltd.)

(4) It has been ascertained that the Resident Chief Executive, Oil India Limited, Duliajan, Assam and (Thirteen) Labour Supply Contractors, Duliajan, Assam have no objection to the prayer being granted.

M/s. Gupta Brothers & Co. Contractors)

(5) This application is made bona fide and in interest of justice. In the premises your petitioners humbly pray that your Honour will graciously be pleased to pass a no-dispute award and answer accordingly this reference and pass such other order as may appear fit and proper to your Honour.

(M/s. Gogoi Brothers & Co. Contractor, Oil India Ltd.)

(M/s. East End Engineering, Contractors, Oil India Ltd.)

Any your petitioners as in duty bound shall ever pray.

(M/s. Oriental Construction Co.) Contractors, Oil India Ltd.,

(KHITISH SARKAR)

For Oil India Contractors'

Workers' Association, Duliajan.

[No L-30011(3)/81-DIII(B)]

R. P. NARULA, Dy. Secy

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 22 सितम्बर, 1982

क्र० आ० 3557.—केन्द्रीय सरकार को यह प्रतीत होता है कि इसमें उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त करने की संभावना है,

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है;

2. इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग) कोल एस्टेट, मिथिल लाईंस, नागपुर-440001 वरमंगा के कार्यालय में या कलकटर शहराटन, मध्य प्रदेश के कार्यालय में अथवा कोयला नियंत्रक, 1 काउन्सिल हाउस स्ट्रीट कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति, उनका अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य वस्तुओं को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से 90 दिन के भीतर राजस्व अधिकारी वेस्टर्न कोलफील्ड्स लिमिटेड, कोल एस्टेट, मिथिल लाईंस, नागपुर-440001 को भेजेंगे।

अधिसूची
बिजुरी बिस्तार इलाक
भारखड़ कोयला क्षेत्र
जिला शहडोल (मध्य प्रदेश)

आवंटन सं० सी-1 (ई) III/सी० आ०/209-1281

तारीख 22-12-81

(जिसमें पूर्वोक्त के लिए अधिसूचित भूमि दर्शाई की गई है)

| क्रम सं० | ग्राम | पटवारी मकिल सं० | परिवर्तिता सं० | तहसील | जिला | क्षेत्र एकड़ | टिप्पणियाँ हेक्टर |
|---------------------------------|-------|-----------------|----------------|----------|-------|-----------------|--------------------------|
| 1. कोजी | | 127 | 126 | सोहागपुर | शहडोल | 110.00 | 44.516 भाग |
| 2. पादरी पानी | | 127 | 584 | सोहागपुर | शहडोल | 66.00 | 26.710 भाग |
| 3. बिजुरी | | 127 | 734 | " | " | 375.00 | 151.761 भाग |
| 4. माहुवरी | | 127 | 845 | " | " | 3.00 | 1.214 भाग |
| 5. (वलवल) | | 127 | 428 | " | " | 513.00 | 207.600 भाग |
| 6. लोहसरा | | 126 | 929 | " | " | 203.00 | 81.2153 भाग |
| कुल क्षेत्र 1270.00 एकड़ (लगभग) | | | | | | | या 513.962 हेक्टर (लगभग) |

सीमा वर्णन

- क-ख रेखा ग्राम माहुवरी में बिंदु "क" से आरम्भ होती है जो कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9 (1) के अधीन अर्जित बिजुरी कोयलाखान की सम्मिलित सीमा भी है देखिए अधिसूचना का० आ० सं० 2978, तारीख 17-9-1962 और जो ग्राम माहुवरी से होकर जाती है और उसी ग्राम में बिंदु "ख" पर मिलती है।
- ख-ग रेखा ग्राम माहुवरी में बिंदु "ख" से आरम्भ होती है और ग्राम माहुवरी से होकर जाती है और ग्राम बिजुरी में बिंदु "ग" पर मिलती है।
- ग-घ रेखा बिंदु "ग" से आरम्भ होती है और ग्राम बिजुरी और ग्राम दलवल से होकर जाती है और ग्राम दलवल में बिंदु "घ" पर मिलती है।
- घ-ङ रेखा ग्राम दलवल में बिंदु "घ" से आरम्भ होती है और उसी ग्राम में बिंदु "ङ" पर मिलती है।
- ङ-च रेखा ग्राम दलवल में बिंदु "ङ" से आरम्भ होती है और ग्राम दलवल पादरी पानी से होकर जाती है और ग्राम पादरी पानी में बिंदु "च" पर मिलती है।
- च-छ रेखा ग्राम पादरी पानी में बिंदु "च" से आरम्भ होती है और ग्राम पादरी पानी कोजी से होकर जाती है और ग्राम कोजी में बिंदु "छ" पर मिलती है।
- छ-ज रेखा ग्राम कोजी में बिंदु "छ" से आरम्भ होती है और ग्राम कोजी और लोहसरा से होकर जाती है और ग्राम लोहसरा में बिंदु "ज" पर मिलती है।
- ज-झ रेखा ग्राम लोहसरा में बिंदु "ज" से आरम्भ होती है और उसी ग्राम में बिंदु "झ" पर मिलती है।
- झ-ञ रेखा ग्राम लोहसरा में बिंदु "झ" से आरम्भ होती है और ग्राम लोहसरा से होकर जाती है और कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9 (1) के अधीन अर्जित बिजुरी कोयला खान की सम्मिलित सीमा पर मिलती है। देखिए अधिसूचना का० आ० सं० 2978, तारीख 17-9-1962 तथा उसी ग्राम में बिंदु "ञ" पर मिलती है।
- न-ट-ठ-ड-ण-त-थ-द-ध-न-प- रेखा कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9 (1) के अधीन अर्जित बिजुरी कोयला खान की सम्मिलित सीमा के साथ-साथ जाती है, देखिए अधिसूचना का० आ० सं० 2978, तारीख 17-9-62 और आरंभ बिंदु "क" पर मिलती है।

[सं० 19/17/82-सी० ए०
स्वर्ण सिंह, अवर सचिव]

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 22nd September, 1982

S.O. —Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the Schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein,

The plan of the area covered by this notification can be inspected at the Office of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur-440001 or at the Office of the Collector, Shahdol, Madhya Pradesh or at the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001 within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

BIJURI EXTENSION BLOCK

JHAGRAKHAND COALFIELD

DISTRICT SHAHDOL (MADHYA PRADESH)

Drawing No. C-1(E)III/CR/209-1281

Dated : 22-12-81

(showing land notified for prospecting)

| Sl. No. | Village | Patwari Circle No. | Settlement No. | Tehsil | District | Area | | Remarks |
|---------|-----------|--------------------|----------------|----------|----------|--------|----------|---------|
| | | | | | | Acres | Hectares | |
| 1. | Korja | 127 | 126 | Sohagpur | Shahdol | 110.00 | 44.516 | Part |
| 2. | Padripani | 127 | 584 | " | " | 66.00 | 26.710 | Part |
| 3. | Bijuri | 127 | 734 | " | " | 375.00 | 151.761 | Part |
| 4. | Mahuwari | 127 | 845 | " | " | 3.00 | 1.214 | Part |
| 5. | Daldal | 127 | 428 | " | " | 513.00 | 207.608 | Part |
| 6. | Lohsara | 128 | 929 | " | " | 203.00 | 82.153 | Part |

Total Area : 1270.00 acres (approximately)

OR 513.962 hectares (approximately)

BOUNDARY DESCRIPTION :

| | |
|---------------------------------------|--|
| A—B | Line starts from point 'A' in village Mahuwari which is also a common boundary of Bijuri colliery acquired under Section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide notification S.O. No. 2978 dated 17-9-1962, passes through village Mahuwari and meets in the same village at point 'B'. |
| B—C | Line starts from point 'B' in village Mahuwari and passes through villages Mahuwari and meets in village Bijuri at point 'C'. |
| C—D | Line starts from point 'C' and passes through villages Bijuri and Daldal and meets in village Daldal at point 'D'. |
| D—E | Line starts from point 'D' in village Daldal and meets in the same village at point 'E'. |
| E—F | Line starts from point 'E' in village Daldal and passes through villages Daldal, Padripani and meets in village Padripani at point 'F'. |
| F—G | Line starts from point 'F' in village Padripani and passes through villages Padripani, Korja and meets in village Korja at point 'G'. |
| G—H | Line starts from point 'G' in village Korja and passes through villages Korja and Lohsara and meets in village Lohsara at point 'H'. |
| H—I | Line starts from point 'H' in village Lohsara and passes through village Lohsara and meets in the same village at point 'I'. |
| I—J | Line starts from point 'I' in village Lohsara and passes through village Lohsara and meets on the common boundary of Bijuri colliery acquired under Section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide notification S.O. No. 2978 dated 17-9-1962 and meets in the same village at point 'J'. |
| J—K—L—M— N—O—P—Q— R—S—T—U— A | Line passes along the common boundary of Bijuri colliery acquired under Section 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1957 vide notification S.O. No. 2978 dated 17-9-1962 and meets at the starting point 'A'. |

[No. 19/17/82-CL]

SWARAN SINGH, Under Secy.

नौबहन और परिवहन मंत्रालय

(नौबहन पक्ष)

नई दिल्ली, 13 सितम्बर, 1982

का० आ० 3558.—नौबहन नियंत्रण (वर) नियम, 1949 के नियम 7 के उपनियम (2) के साथ पठित व्यापार पोत अधिनियम, 1958 (1951 क. 44) की धारा 412 की उपधारा (1) जो उक्त अधिनियम की धारा 461 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इस मंत्रालय की अधिसूचना (परिवहन पक्ष) सं० एम सी एस-58/74-एम जी दिनांक 28 अप्रैल, 1975 के अधिनियम में केन्द्रीय सरकार एतद्द्वारा 24 मार्च, 1982 से बंद कर दी जाती है तथा कि इस अधिसूचना के साथ संलग्न अनुसूची के (2) से (8) तक के स्तम्भों में उल्लिखित हैं, जो ऐसे किसी भी जहाज द्वारा प्राप्त की जाएगी जो अनुसूची के स्तम्भ (1) में उल्लिखित किसी भी पत्तन से उक्त (2) से (8) तक के स्तम्भों में उल्लिखित किसी भी पत्तन तक तथा उक्त किसी भी पत्तन से स्तम्भ (1) में उल्लिखित किसी भी पत्तन तक यात्रियों के ले जाने के लिए भारत के मटीय व्यापार में लगी हो—

स्पष्टीकरण इस अधिसूचना के प्रयोजन के लिए:—

- (1) डीलक्स ए० अथवा डीलक्स बी० श्रेणी में किसी यात्री को ले जाने के लिए या उक्त अनुसूची (3) से (8) तक किसी भी स्तम्भ में उल्लिखित केबिन श्रेणी की दरों से क्रमशः 50 प्रतिशत अथवा 25 प्रतिशत अधिक चरें देनी। दरें निकटतम 5 पैसे तक पूरी की जाएंगी।
- (2) 3 से 12 वर्ष के बीच की आयु के बच्चों की दर आधी होगी जो निकटतम 5 पैसे तक पूरी की जाएगी।
- (3) यात्री को ले जाने की दर में भोजन आदि का व्यय शामिल नहीं होगा।

| | सूची | | | | | | | |
|--------------------|---------------|---------------|--------|-------|-------|----------------|-------|-------|
| | बम्बई | | | | | जयगढ़/रतनागिरी | | |
| | डिलक्स "क" | डिलक्स "ख" | केबिन | अपर | लोवर | केबिन | अपर | लोवर |
| जयगढ़/ रतनागिरी | 140.00 | 125.00 | 115.00 | 45.00 | 30.00 | — | — | — |
| मुसाकाजी | 165.00 | 150.00 | 135.00 | 48.00 | 32.00 | 55.90 | 11.60 | 7.70 |
| जयतापुर | 165.00 | 150.00 | 135.00 | 51.00 | 34.00 | 57.60 | 13.10 | 8.70 |
| विजयदुर्ग | 185.00 | 165.00 | 130.00 | 57.00 | 38.00 | 59.80 | 15.00 | 10.00 |
| देवगढ़ | 185.00 | 165.00 | 150.00 | 60.00 | 40.00 | 67.00 | 26.10 | 17.40 |
| पणजी | 260.00 | 235.00 | 220.00 | 72.00 | 48.00 | 111.80 | 44.00 | 29.30 |

| | मुसाकाजी | | | जयतापुर | | |
|-----------|----------|-------|-------|---------|-------|-------|
| जयतापुर | — | — | 1.80 | — | — | — |
| विजयदुर्ग | 47.10 | 4.50 | 3.00 | 49.00 | 6.20 | 4.10 |
| देवगढ़ | 49.30 | 11.30 | 7.50 | 51.20 | 12.60 | 8.40 |
| पणजी | 101.90 | 36.20 | 24.10 | 103.80 | 37.40 | 24.90 |

| | विजयदुर्ग | | | देवगढ़ | | |
|--------|-----------|-------|-------|--------|-------|-------|
| देवगढ़ | 44.90 | 7.70 | 5.10 | — | — | — |
| पणजी | 101.90 | 36.20 | 24.10 | 92.80 | 28.40 | 18.90 |

| | जयगढ़ | | |
|----------|-------|------|------|
| रतनागिरी | 51.30 | 9.00 | 6.00 |

[फा० सं० एम डब्ल्यू/एम सी एस-2/80-एम एफ]

बी० एन० शर्मा, अवर सचिव

MINISTRY OF SHIPPING & TRANSPORT

(Shipping Wing)

New Delhi, the 13th September, 1982.

S.O. 3558:—In exercise of the powers conferred by sub-section (1) of section 412 of the Merchant Shipping Act, 1958 (44 of 1958) read with sub-rule (2) of rule 7 of the Control of Shipping (Rates) Rules, 1949, continued in force by clause (a) of sub-section (3) of section 461 of the said Act, and in supersession of the notification of the Ministry of Shipping and Transport (Transport Wing) No. MCS-58/74-MD dated the 28th April, 1975, the Central Government hereby fixes with effect from the 24th March, 1982 the rates mentioned in columns (2) to (8) of the Schedule annexed hereto, as the rates which may be charged by any ship engaged in the coasting trade of India for the carriage of passengers from a port mentioned in column (1) thereof to any of the ports mentioned in the said columns (2 to 8) and from any of the said ports to a port mentioned in column (1).

Explanation :

For the purpose of this notification :—

- (1) The rate for the carriage of a passenger in Cabin classes Deluxe A or Deluxe B for intermediate ports, shall be 50 per cent or 25 per cent respectively, over and above the rate for Cabin class mentioned in columns (3) to (8) of the said Schedule and the rate shall be rounded to the nearest five paise.
- (2) A child between 3 and 12 shall be charged half the rate, rounded to the nearest five paise.
- (3) The rate for the carriage of a passenger shall not include charges towards diet.

SCHEDULE

| | BOMBAY | | | | | JAIGAD/RATNAGIRI | | | |
|------------------|---------------|---------------|--------|-------|-------|------------------|-------|-------|--|
| | Deluxe 'A' | Deluxe 'B' | Cabin | Upper | Lower | Cabin | Upper | Lower | |
| Jaigad/Ratnagiri | 140.00 | 125.00 | 115.00 | 45.00 | 30.00 | | | | |
| Musakazi | 165.00 | 150.00 | 135.00 | 48.00 | 32.00 | 55.90 | 11.60 | 7.70 | |
| Jaitapur | 165.00 | 150.00 | 135.00 | 51.00 | 34.00 | 57.60 | 13.10 | 8.70 | |
| Vijaydurg | 185.00 | 165.00 | 150.00 | 57.00 | 38.00 | 59.80 | 15.00 | 10.00 | |
| Deogad | 185.00 | 165.00 | 150.00 | 60.00 | 40.00 | 67.80 | 26.10 | 17.40 | |
| Panaji | 260.00 | 235.00 | 220.00 | 72.00 | 48.00 | 111.80 | 44.00 | 29.30 | |
| | | | | | | | | | |
| | MUSAKAZI | | | | | JAITAPUR | | | |
| Jaitapur | | | — | — | 1.80 | — | — | — | |
| Vijaydurg | | | 47.10 | 4.50 | 3.00 | 49.00 | 6.20 | 4.10 | |
| Deogad | | | 49.30 | 11.30 | 7.50 | 51.20 | 12.60 | 8.40 | |
| Panaji | | | 101.90 | 36.20 | 24.10 | 103.80 | 37.40 | 24.90 | |
| | | | | | | | | | |
| | VIJAYDURG | | | | | DEOGAD | | | |
| Deogad | | | 44.90 | 7.70 | 5.10 | | | | |
| Panaji | | | 101.90 | 36.20 | 24.10 | 92.80 | 28.40 | 18.90 | |
| | | | | | | | | | |
| | JAIGAD | | | | | | | | |
| Ratnagiri | | | | 51.30 | 9.00 | 6.00 | | | |

